

**LOCAL UNION 13796
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Agreement	1
I	Recognition	2
II	Check-Off	3
III	Management	6
IV	Union Officers and Delegates	7
V	Grievances	8
VI	Seniority, Bidding and Qualifications	17
VII	Holidays	37
VIII	Vacations	40
IX	Military Service	47
X	Wages, Job Descriptions and Job Evaluation	48
XI	Hours of Work	54
XII	Distribution of Overtime	59
XIII	Meal Money	62
XIV	Sick Leave	63
XV	Bulletin Boards	69
XVI	Travel Time and Transportation	70
XVII	General Working Conditions	73
XVIII	Health and Safety	81
XIX	Effectiveness	88
XX	Night and Sunday Bonuses	89
XXI	Temporary Workforce	90
XXII	Customer Service Representative	
	Advancement Program	95
XXIII	Rate Schedule A	109
Exhibit 1 - Disqualification or Withdrawal Form		119
Exhibit 2 - Sick Leave Claim Form		120
Exhibit 3 - Medical Release Form		121
Exhibit 4 - Wellness Day Form		122
Memorandums of Agreement or Understanding		123
Signature Pages		142
Subject Index		144

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of June, 2019, by and between Northern Indiana Public Service Company, an Indiana corporation operating with its principal office in Merrillville, Indiana, its successors and assigns (hereinafter referred to as the Company) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, on behalf of Local Union No. 13796, United Steelworkers, AFL-CIO-CLC, (hereinafter referred to as the Union):

WHEREAS, it is the intent and purpose of the parties hereto to provide a means of adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the Company, the Union, its members and the general public may mutually benefit, and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment.

It is the intent and purpose of the parties to bargain with respect to the rates of pay, wages, hours of employment and other conditions of employment by the means of collaboration to create a mutually beneficial workplace for our customers, employees and the Company. All parties hereto commit to working jointly to creating a mutually beneficial, reasonable and fair overtime policy, and will engage in good faith bargaining as it relates to Effects Bargaining on the closing of any Company facility. The parties agree to meet to attempt to come to mutual agreement and resolve issues or concerns. We will work to promote and secure a positive and safe environment for our employees, the customers we serve and the general public

Neither the Company nor the Union shall discriminate against any employee in the application of the terms of this Agreement because of race, creed, color, national origin, disability, gender, sexual orientation, or age in violation of any state or Federal law.

NOW, THEREFORE, in consideration of the mutual promises and obligations assumed herein, the parties hereto agree as follows:

ARTICLE I

Recognition

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment for all office and clerical employees whose classifications are contained in this Agreement, but excluding those employees who, because of the confidential nature of their work, have been, or may be in the future, specifically designated for exclusion from the bargaining unit by mutual agreement between the Company and the Union.

2. The Company also recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment for the employees of corporations later acquired, new plants built or new departments established, whose operations are consolidated with the operations of the Company and who perform the same classifications or nature of work as those employees theretofore covered by this Agreement.

ARTICLE II Checkoff

To the extent permitted by State law, the following will apply:

1. All employees whose classifications are contained in Schedule A of this Agreement and who do not elect to become members of the United Steelworkers, AFL-CIO-CLC, Local 13796, their exclusive bargaining representative, shall, as a condition of employment, pay to the Union, directly or by way of a proper authorization for payroll deduction to the Company, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which payment shall be limited to an amount equal to the Union's regular and established initiation fee and its regular and established monthly dues. Employees who fail to comply with the foregoing provision will, upon written notice by the Union to the Company, be placed upon five (5) calendar-day notice and at the end of such notice period, having failed to comply with the provision, will be removed from the active service of the Company. Having been so removed the employee will have no re-employment or seniority rights with the Company or any other right or benefit of any sort whatsoever. Employees affected by this provision shall comply within thirty-one (31) days after employment.

2. The Company will check off monthly dues, assessments¹ and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union.

Any employee, hired into, transferred into or organized into this bargaining unit will receive a "packet" supplied by the Local Union and issued by the Company at the time said employee comes into the jurisdiction of this bargaining unit. The Company will not be responsible for maintaining a supply of packets or assume any penalty in connection with this provision. At the

¹Note: "Assessments" shall mean only those assessments approved by the Union under its Constitution and uniformly imposed upon the membership, and shall not include fines of any nature.

time of her employment the Company will provide each new employee an authorization for the checkoff of Union dues in the form agreed upon. Should the employee elect to sign the checkoff card a copy of such authorization card for the checkoff of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employees.

In the event said employee refuses to sign a check-off card at the time of her employment, the Company will send the Local Union office a receipt signed by the employee, or noted otherwise, stating that she received her Union packet on the date she was employed under the jurisdiction of this bargaining unit. These receipts will be mailed weekly to the Local Union Office in stamped envelopes provided by the Union.

At the close of each week, the Company will furnish to the President of the Local Union and to the office of the United Steelworkers and Financial Secretary, a list of any employees hired into, transferred into or organized into the jurisdiction of this bargaining unit, also any removals or transfers out of this bargaining unit. The list of new employees will include the addresses of such employees and the date of employment for those whose classifications are contained in Article XXIII, Schedule A and such employees will be listed by districts and operating departments.

New check-off authorization cards will be submitted to the Company through the Financial Secretary of the Local Union at intervals no more frequent than once each month. On or before the last day of each month the Union shall submit to the Company a summary list of cards transmitted in each month.

Deduction on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization cards or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month, provided, however, that the accumulation of dues shall be limited to two (2) months.

The International Treasurer of the Union shall be provided with a list of those employees for whom double deductions have been made.

The Union will be notified of the reason for non-transmission of dues in case of layoff, discharge, unit transferal, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

With respect to check-off authorization cards submitted directly to the Company, the Company will deduct initiation fees unless specifically requested not to do so by the International Treasurer of the Union after such check-off authorization cards have become effective. The International Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

The provisions of this Section 2 shall be effective in accordance and consistent with applicable provisions of Federal law.

3. The Union will participate in the new employee initial orientation program, and in later orientation programs when presented.

4. The Company agrees that should any future retiree submit a voluntary Dues check off card to the Company the Company will withdraw that amount from the retiree's Pension check and submit the same amount to the Soar Chapter designated on the Voluntary check off card in the employee's name.

5. The Company shall remit the total amount thus deducted to the International Treasurer of the International Union, not later than the fifteenth (15th) day of the following month. An alphabetical list of the employees covered thereby shall be sent to the Financial Secretary of Local Union 13796.

6. The Union agrees to indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, or any other types of liability that may result from any action taken by the Company pursuant to Section 2 of this Article or in reliance on any notice, list, or other written information received by the Company from the Union or any employee regarding Section 2 of this Article.

7. Should a member wish to revoke their membership in the Union, they must do so in accordance with the proper Union procedures, as defined on the Check Off card.

ARTICLE III Management

1. It is understood and agreed between the parties that, subject to the conditions contained in this Agreement, the Company has and shall continue to have vested in it the exclusive right to exercise the duties of management, to plan, direct and control the working operations and force, including the right to hire, suspend, demote, promote, discharge for just cause, determine the adequacy of supervision, relieve employees from their duties because of lack of work or materials and for other legitimate reasons, and designate the hours of employment.

ARTICLE IV

Union Officers and Delegates

1. Any employee covered by this Agreement who is elected as a permanent Union Officer or as a delegate to a Union Convention or meeting requiring a temporary leave of absence may make a request to the Company for such leave of absence without pay, and the Company shall grant such leave, provided, however, if the employee wishes a leave for fifteen (15) days or longer, she shall give written notice to the Company at least seven (7) days in advance of such leave. However, an employee serving on the Grievance Committee or as an Officer of the Union who is required to be absent for Union business for her Local Union shall be considered to have complied with the requirements when verbal notice is given to her immediate Supervisor.
2. The Union shall not request a leave for more than two (2) employees in any one department at the same time. If two (2) employees from any one department on leave at the same time would interfere with the efficient operation of the Company's business, the matter shall be taken up between the Company and the Union and satisfactory adjustment shall be made.
3. At the end of her term of office or the completion of her mission, as the case may be, the employee shall resume her employment with the Company at her former rate of pay adjusted to reflect any increase or decrease applicable to such employee which may have become effective during such leave of absence.
4. Any employee granted a leave of absence by the Company while acting as a Representative of the Union, elected or appointed, shall retain full seniority rights for a period of three (3) years. In the event such leave of absence exceeds three (3) years, that period in excess of the three (3) years shall be excluded in computing the length of service of such employee with the Company.
5. The above provisions are subject to the seniority provisions of this Agreement hereinafter set forth.

ARTICLE V Grievances

1. It is expressly understood and agreed that the services to be and being performed by the employees covered by this Agreement pertain to and are essential to the operation of a Public Utility and to the welfare of the public dependent thereon, and in consideration thereof, and of the agreement and conditions herein by and between the Company and the Union to be kept and performed, the Company and the Union mutually agree that during the term of this Agreement there shall be no lockouts by the Company and there shall be no strikes, stoppages of work or any other form of interference with any of the production or other operations of the Company by employees in the bargaining unit.

2. When an employee is interviewed by a Supervisor or member of Management for any reason, the employee shall have the right to request and require the presence of that appointed or elected Union representative most readily available as a witness or advisor if she so desires. She may request this prior to or during the interview but may not insist upon a particular individual if another of equal rank in the Union organization is more conveniently and readily available.

3. All disputes and controversies arising under or in connection with the terms or provisions hereof shall be subject to the grievance procedure hereinafter set forth:

When an employee considers herself aggrieved, she shall discuss the incident with her Supervisor and her Steward. If the issue has not been settled by the end of the employee's next working day, it may be taken to Step 1 of this procedure.

If a settlement is reached before the grievance is reduced to writing, a pre-grievance form shall be filled out and the Grievance Committee person must sign and approve the document. One copy will be given to the grievant, the Supervisor will retain one (1) copy and will mail one (1) copy each to the Grievance Committee person and the Local Union Office.

Step 1: The employee will obtain a Grievance Form and complete the upper portion stating her grievance and other pertinent information. The form will be presented to her Supervisor within fifteen (15) scheduled days (Grievant's scheduled days off and Holidays excluded) after the event causing the grievance. The Supervisor

will sign and date the form acknowledging the request of the employee for a grievance hearing. The Supervisor will retain all copies pending completion of the form and give the employee a receipt indicating that her grievance has been submitted.

The Supervisor will arrange for a grievance hearing as soon as practical, but no later than ten (10) scheduled days (Grievant's scheduled days off and Holidays excluded) after receiving the Grievance Form from the employee. The Step 1 grievance will be between the Grievant, her Steward, the Grievance Committee person, or their nominees, and those witnesses as both the Union and Company agree are needed to resolve the grievance, the Supervisor and Manager of the local unit involved and/or the Superintendent or their appropriate designees. At the conclusion of the hearing, the Company will complete the lower portion of the Grievance Form. The completed form will serve as a statement of the employee's grievance and the Supervisor's response. One (1) copy of the completed form will be provided to the employee and one (1) copy to her Union Representative at the conclusion of the hearing, if possible, but in any event within five (5) scheduled days (Grievant's scheduled days off and Holidays excluded) after the date of the hearing. The Supervisor will retain one (1) copy for the local file and mail one (1) copy to the Manager of Labor Relations and one (1) copy to the Chairman of the Grievance Committee at the Local Union Office. The Company agrees to scan and send to the Union office a PDF file copy of all company grievance forms once it has been completed by all parties in the first step of the grievance procedure.

Safety grievances involving an immediate threat to the safety and/or health of employees will be given priority in the grievance procedure.

In Step 1 the grievant and other Union participants will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).

Step 2: If an adjustment of the grievance cannot be reached in Step 1, and the aggrieved employee elects to proceed to Step 2, the employee or Steward, at the employee's request, shall reduce the grievance to writing on the Union's Grievance Form, stating all particulars, and shall furnish a copy signed by the Steward to the Local Union Grievance Committee.

Should the Union intend to pursue the grievance to Step 2, the Union will send written notice of such intent to the Manager of Labor Relations and to the Manager of the local unit involved within sixty (60) working days (Saturdays, Sundays and Holidays excluded) following the date the completed Grievance Form is received in the Union Office.

Upon timely notification from the Union to the Manager of Labor Relations, the Company shall arrange for a Step 2 Grievance Hearing to be scheduled not more than sixty (60) calendar days after receipt of notice to proceed to Step 2. The hearing will be conducted at the District, Plant or Department in which the grievance originated, unless another location is mutually agreed to by the Company and the Union. The Company will be represented by the Manager of Labor Relations, or his appropriate designee. The Union will be represented by the International Staff Representative, the Local Union President and the Local Union Chairperson of the Grievance Committee, or their appropriate designees and any other participants as the Union and Company agree are pertinent to the resolution of the grievance. (The Company and the Union may mutually agree, in order to expedite a particular grievance or grievances, to hear these grievances at the Company's Corporate Office.) Union participants in Step 2 will receive their base wages for time spent at the grievance if heard during their regularly scheduled hours (excluding overtime hours).

Minutes of the 2nd Step hearing shall be prepared by the Manager of Labor Relations or his representative within ten (10) days (Saturdays, Sundays and Holidays excluded) of the hearing date. Four (4) copies of the minutes shall be mailed to the Office of the United Steelworkers, Local 13796, for their signatures.

Any corrections or additions to the minutes may be prepared by the Union and shall be returned to the Company along with one (1) signed copy of the minutes, within sixty (60) calendar days, measured from the date the minutes are received in the Union office.

If an adjustment cannot be reached pursuant to and in the manner hereinabove set forth, the specific grievance may be submitted to arbitration upon the election of either the Company or the Union by written notification to the other party within sixty (60) calendar days from the date of receipt of the signed minutes of the Step 2 hearing by the Company.

Prior to the scheduling of a grievance to be heard in regular arbitration a meeting may be called, at the request of either party, between the Manager of Labor Relations and the International Union Staff Representative, or her designee for the purpose of attempting to mutually resolve the grievance without going through the arbitration process.

- Step 3:
- A. **ARBITRATION:** If an adjustment cannot be reached in Step 2, the specific grievance may be submitted to arbitration by the International Staff Representative by written notification to the Company within sixty (60) calendar days from the date of the receipt of the signed minutes of the Step 2 Hearing by the Company.
 - B. A permanent panel of arbitrators shall be established to hear all grievances submitted to arbitration except those submitted by mutual agreement for resolution under the Expedited Arbitration Procedure. Maximum of three (3) arbitrators will be selected by mutual agreement of the Company and the Union. Each arbitrator selected will be notified of her selection and asked to indicate acceptance or rejection of the appointment. If any arbitrator rejects appointment to the panel, a replacement shall be selected by mutual agreement.
 - C. The Company and the Union each may notify the other in writing, during June of each year of the term of the Agreement that they desire to remove one (1) arbitrator from the permanent panel. That arbitrator shall then be notified of her

removal by a joint letter from the parties; provided that an arbitrator who has been selected to hear a particular grievance shall not be removed from the panel pursuant to notice timely given by either party until after she has heard that grievance and rendered an award. If an arbitrator is so removed from the panel, a replacement shall be selected by mutual agreement of the parties within thirty (30) days after the removal.

- D. The priority for selection of an arbitrator shall be determined by the dates of submission of the grievances to arbitration, with the earliest submitted grievances receiving priority for selection of arbitrators provided that such priority for the selection of an arbitrator may be changed by the mutual agreement of the Company and Union. If the arbitrator selected for a particular grievance cannot hear that grievance within two (2) months from the date she is notified of her selection she shall be bypassed and another arbitrator shall be selected by lot and so on until one is selected who can hear that grievance within the two (2) month time limit.
- E. The arbitrator shall be governed by the terms of this Agreement and shall have no power to add to, detract from or change its terms. The decision of the arbitrator shall be accepted as final and shall be complied with by the employees, the Company and the Union. This decision shall be in writing, a copy of which shall be delivered to each of the parties in regular course, and the decision shall, if required, include the necessary time for compliance with the provisions or directions thereof by the Company and/or the Union, or those represented by the Union.
- F. Either party may arrange for a transcript of the arbitration hearing. If both parties request copies of the transcript, they shall split the fees and expenses of the reporter, and the party arranging for the transcript will pay the cost of the arbitrator's copy of the transcript. Each party will pay for its own copy of the transcript.
- G. Either party requesting a brief will notify the other party fifteen (15) days prior to the date of the hearing.

- H. The expenses and fees of the arbitrator shall be shared equally by the Company and the Union, and each party shall bear the responsibility for compensating its own witnesses and representatives at the arbitration hearing.
- I. The grievance will be heard at the District, Plant or Department where the grievance originated unless the parties agree on another location.
- J. Prior to the scheduling of a grievance to be heard in Regular Arbitration, a meeting may be called, at the request of either party, between the Manager of Labor Relations and the International Union Staff Representative, or their designees, for the purpose of attempting to mutually resolve the grievance without going through the arbitration process.

DISCHARGE GRIEVANCES: The 1st Step of the grievance procedure, at the election of the Company or the Union, may be bypassed and the grievance be heard in the 2nd Step.

All discharge grievances shall be heard in the 2nd Step within forty-five (45) calendar days from the date of the discharge (Saturdays, Sundays and Holidays excluded).

ARBITRATION-DISCHARGE: The Company and the Union shall agree on a list of Arbitrators (5 to 8 in number). An Arbitrator shall be selected from this list, according to her availability, to hear the discharge grievance within a reasonable time.

EXPEDITED ARBITRATION: The following expedited arbitration procedure is hereby adopted.

The expedited arbitration procedure is designed to provide prompt and efficient handling of all cases within such procedure.

A panel of arbitrators sufficient to insure the intended operation of this procedure shall be jointly selected by the representatives of the parties to this Agreement. Such panel should be selected from the American Association of Arbitrators or Federal Mediation and Conciliation Service. This panel when established, will remain in effect for no less than one (1) year.

The expenses of this procedure shall be borne equally by the Company and the Union.

Upon receipt of the Step 2 minutes as provided in this Article, the Union designee and the Company designee may agree in writing to appeal the grievance to an arbitrator under this expedited arbitration procedure.

As soon as the Union designee and the Company designee agree to appeal a grievance under this procedure, they shall notify the designated arbitrator.

The designated arbitrator is that member of the panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing.

Immediately upon such notification, the designated arbitrator shall arrange for the hearing to take place not more than twenty (20) working days thereafter in the plant or district where the grievance originated.

If the designated arbitrator is not available to conduct a hearing within the twenty (20) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

The hearing shall be conducted in accordance with the following:

- A. The hearing shall be informal.
- B. No briefs shall be filed or transcripts made.
- C. There shall be no formal evidence rules.
- D. Each party's case shall be presented by a previously designated representative.
- E. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before her by the representatives of the parties.
- F. The Arbitrator may issue a bench decision at the hearing; but in any event, she shall render her decision within forty-eight (48) hours after the conclusion of the hearing. Her decision shall be based on the record developed by the parties before and at the hearing and shall include a brief written explanation of the basis for her conclusion.

These decisions will not be cited as a precedent in any discussion of complaints or grievances at any step of the grievance or arbitration procedure.

Time spent by Union participants during normal work hours in Steps 1 and 2 shall be paid by the Company in the usual manner

4. No grievance may be filed by the aggrieved employee later than fifteen (15) days (Saturdays, Sundays, and Holidays excluded) after the event causing the grievance.

5. If more than one (1) employee considers herself aggrieved by the same incident all such must file their grievances within the fifteen (15) days (Scheduled days off excluded) following the incident. If multiple individuals file timely grievances regarding a single incident, the Grievance Committee person shall combine all such grievances under a single grievance prior to pursuing the Step 2 Hearing.

6. Only those grievances which have been filed in the manner set forth in the grievance procedure will be considered in the final settlement of the grievance or grievances.

7. The Company will not discipline an employee more than fifteen (15) days (Saturdays, Sundays, and Holidays excluded) after the date of the incident. The fifteen (15) day period will not apply and the Company may discipline an employee at any time for the reasons of dishonesty on the job, stealing of Company property, or if an employee is convicted of a felony and is subjected to a prison term.

8. The District or Department issuing a letter of reprimand or warning to an employee will send a copy of the letter to the home address of the Grievance Committee person involved, the Local Union Office and the President of the Union.

9. Employees who are removed from the payroll during their probationary period shall have no recourse to the grievance procedure.

10. In the event an employee is suspended or discharged, the Company shall mail to the Grievance Committee person of the Union Division in which the action occurs, and two (2) copies to the Local Union President at the Union Office of the United Steelworkers, Local 13796, a detailed report of the case together with all pertinent background information not later than ten (10) working days following the effectiveness of such suspension or discharge (Saturdays, Sundays, and Holidays excluded). This procedure does not apply to layoffs or reduction in the work force. Not later than fifteen (15) days after mailing such notice, the Union shall initiate any action considered appropriate. Suspensions shall be heard in the expedited arbitration process as soon as possible upon the receipt of the grievance report.

11. Should the terms or provisions contained in this Agreement appear to be violated and the employee or employees affected thereby decline to initiate or follow through the grievance in the grievance procedure hereinabove set forth, then the Local Union Grievance Committee shall, within forty-five (45) working days after the apparent violation, file a grievance in Step 1 to resolve the matter and, if necessary, invoke all the subsequent steps hereinabove specified.

12. Neither party shall bring, or cause to be brought, any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and said party shall have failed to correct the matter to the satisfaction of the other party.

13. Grievances resulting in a monetary settlement in favor of the employee in the first year of the Agreement will be retroactive up to a maximum of twelve (12) months.

14. Grievances resulting in a monetary settlement in favor of the employee in the second and third years of the Agreement may be retroactive to the effective date of the Agreement.

ARTICLE VI

Seniority

1. Seniority shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within this bargaining unit (except as may be affected by Sections 13 and 34 of this Article and Article XXI regarding Temporary Workforce Employees) and shall be computed on the basis of continuous employment within this bargaining unit.

The seniority of an employee in Local Union 12775 who is a successful bidder to a classification in this bargaining unit shall be computed as commencing with the first day at which time the employee was assigned by the Company or its predecessors to a classification within that bargaining unit and shall be computed on the basis of continuous employment within that bargaining unit and this bargaining unit.

Seniority shall not be affected by layoffs, sickness or injury off the job, provided that, in the event absence for the latter two causes exceeds one (1) year in the case of the employee with less than five (5) years of seniority at the start of the illness or injury, two (2) years in the case of the employee with at least five (5) but less than ten (10) years of seniority and three (3) years in the case of all others, the time in excess of one (1), two (2), or three (3) years, as the case may be, shall be excluded in computing the seniority of such employee and, in the event of the first cause, Section 34 of this Article shall govern. Seniority lost under this provision shall not affect the Long Term Disability eligibility of an employee.

In the case of injury on the job there shall be no loss of seniority regardless of the length of absence and the employee may return to her prior job if she is able to conform to the standards set by the Job Description; otherwise, the employee must take such job as she can perform in either the physical or clerical unit without loss of seniority. In such case, when an employee has been injured on the job, the Company and the Union together will review the aptitudes of the employee at the time she is to return to work to determine what type of work she will be able to perform.

2. The Company may lay off or discharge full-time employees during the first six (6) months of their employment, and part-time employees during the first one thousand and forty (1,040) hours worked, and there shall be no

responsibility for the re-employment of such employees. For Customer Contact Center only, all reference(s) to probationary period will be during the first nine (9) months of their employment and part-time employees of the Customer Contact Center during the first one thousand, five hundred and sixty (1560) hours worked. The first six (6) months of employment, for those employed for other than summer, vacation, or bona fide temporary work, is intended to provide, in addition to productive work, a reasonable and fair indication of the individual's capacity to acquire knowledge, ability to make progress, attitude toward the work, character, habits, peculiarities which will affect her progress in her current and higher classifications, and ability to work harmoniously with her fellow employees.

3. During the first six (6) months of employment the employee shall be eligible to bid on vacancies only under the following conditions:
 - A. The vacancy is in the line of progression as indicated on the Progression Charts, and
 - B. The employee continues to report to the same Supervisor or Department Head.

This includes part-time employees who have accumulated less than one thousand forty (1,040) hours of part-time employment since June 16, 1977.

4. A reasonable length of time as used in this Agreement shall mean six (6) months at the most, except that if the employee is qualifying for a higher job in her own department the experience item under Qualifications in the evaluated Job Description shall be the maximum.

5. Except as otherwise provided in this Article, seniority shall govern in all cases of promotion, increases or decreases in the work force, changes of classification or rate, and selection of work schedules provided that, in the case of promotions or increases in the work force, the employee has the Qualifications set for the job by the Job Description and has the aptitudes and abilities to qualify for the Duties set for the job by the Job Description within a reasonable length of time.

6. When the seniority dates of employees are identical, seniority will be established by using the last four (4) digits of the Social Security Number. The employee with the higher Social Security number shall be the most senior employee. Seniority dates established prior to February 2, 1981, shall remain in effect.

7. All promotions shall be on a trial basis to determine the efficiency and ability of the employee to meet the requirements of the new position to conform to the standards set by the Job Description.

8. Employees who are successful bidders from one job to another within the line of progression in a department shall receive pay in the following manner:

- A. The employee shall be paid that step of the new Pay Grade which is next above her previous regular rate unless she shall have previously served temporarily on the job for an aggregate of one thousand forty (1,040) hours, in which event she shall receive that step of the new Pay Grade which is second above her previous regular rate, and so on.
- B. An employee temporarily transferred to perform within a lower Pay Grade shall retain her regular rate of pay.
- C. The rate to be paid an employee whose rate is incumbent shall be determined by Section 31 of this Article.

9. Any employee who is temporarily transferred to perform a job in a higher Pay Grade and who fully performs the duties assigned shall be paid that step rate of the higher Pay Grade next above the employee's regular rate of pay but in any event not less than five cents (5¢) per hour above her regular rate. The aforesaid minimum of five cents (5¢) shall apply to an employee whose regular rate is incumbent only to the extent that her incumbent rate is below the final step of the Rate Range of the job to which she is temporarily transferred.

- A. If the employee thus serves temporarily on the same job in a higher Pay Grade for an aggregate of one thousand forty (1,040) hours, her rate of pay shall thereafter be that step of the Rate Range of the job which is second above her regular rate of pay, and so on.

- B. The minimum daily payment at the higher rate shall be:
1. Two (2) hours for those employees who relieve for rest periods and lunch hours.
 2. Three (3) hours for employees who relieve for reasons other than rest periods and lunch hours.
 3. Four (4) hours for employees who relieve for rest periods, lunch hours and other reasons.
- C. Variations in the job assignment of an employee due to diversity of work load and changes in the nature of the work flow through her department which require no greater skill than the employee's regular assignment shall not constitute a transfer within the meaning of this Section.
- D. Temporary relief in a higher Pay Grade in all departments shall normally be provided according to the progression charts for that department. Subject to the right of the Company to assign employees in higher or equal Pay Grades for relief purposes in lower or the same Pay Grades when the work load of the higher or equal-rated employees so permits, the Company will make every effort to upgrade employees whenever possible in order to provide employees with training for future job vacancies. The Company will make every effort to provide for temporary relief in accordance with this paragraph before using part-time or temporary employees for such relief.
- E. An employee who has accepted training to provide temporary relief in one or more higher classifications shall accept assignment to such classifications when required by the work load for a minimum period of six (6) months after she has been trained for the job. If she no longer wishes to provide relief, after the six (6) months period, she shall give her Supervisor, Union Steward and President sixty (60) days advance written notice of such request. Such employee will be restricted from providing relief in that classification or higher classifications in the same line of progression for a period of six (6) months. If she thereafter desires to accept such relief assignments, she must so notify, in writing, her Supervisor, Union Steward and President.

Within sixty (60) calendar days after February 2, 1981, all employees covered by the Clerical Unit Collective Bargaining Agreement on May 31, 1980, shall be given a one-time option of accepting or refusing relief in accordance with this paragraph E. Acceptance or refusal shall be in writing. The foregoing provisions of this paragraph E shall apply to employees who exercise the one-time option.

If an employee is disqualified, for any reason, from a relief classification she shall be restricted from providing relief or bidding on such classification or higher classifications in the same line of progression for a period of six (6) months from the date she was disqualified.

- F. The rate applicable to the relief of a Customer Works Dispatcher by an employee from this bargaining unit shall be eighty-five cents (85¢) per hour above the employee's base rate, but the bonus shall be applicable only to the time actually worked on such relief and not as previously prescribed in this Section. This bonus is not applicable to the Customer Service Representative classification.

The employee shall continue to receive the applicable rate of pay as defined above until she returns to her former classification or, with her consent, to another classification.

- G. Employees on official Union business, who were upgraded a minimum of 80% of their hours worked during the previous pay period, will receive such upgrade as part of their compensation, and those hours would be counted toward progression in any job to which they are upgraded.

10. An employee in this bargaining unit may use her seniority to appropriate the job of a second employee in this bargaining unit in the event the need for the first employee in her present job terminates or she loses her qualifications or aptitudes for it, and in such a move the first employee must perform the job of the second employee to conform to the standards set for it by the Job Description within a reasonable length of time except if an employee appropriates a job in a higher Pay Grade than the one she is leaving she must qualify at once.

- A. An employee who has appropriated more than one job during a period of work reduction or the need for an employee in her job terminates, shall retain recall rights only to her regular classification from which she was first displaced. If, at any time thereafter, and prior to being recalled, an employee becomes a successful bidder and is subsequently forced out of that new job for the same reasons stated above, the employee shall at the time of the job appropriation, designate either her current recall position or her current regular classification as the employee's job for recall purposes thereby waiving recall to the other position.
- B. The employee, at the time of her job appropriation, will designate on the form provided by the Company, the position she wishes to retain for recall purposes after the terms of Article VI have been fully explained to her.
- C. If under Section B the employee refuses to designate the position she wishes to retain for recall, her recall shall be to the classification from which she was first displaced.
- D. When recall occurs, an employee has the option of either accepting or rejecting recall to her current recall position if she has since become a successful bidder.
- E. Part-time and temporary employees shall have no bumping rights.
- F. An employee in this bargaining unit is not eligible to appropriate a job in Local Union 12775 except as provided in Section 1, paragraph 4 of this Article.

11. If an employee is forced out of her job for reasons other than losing her aptitudes and abilities to handle the job and if at that time she has seven (7) or more years seniority, she will retain her rate if she goes to a lower-rated job, and receive negotiated increases accordingly, and such rates shall be considered incumbent. If the employee appropriates a job which is horizontal or higher than her recall rate she shall be considered incumbent and be allowed to retain her incumbent recall rate if she is subsequently forced out of her newly bumped position through no fault of her own or if she uses her

one time bid to a lower-rated job or horizontally. She will forfeit this consideration if she refuses a recall to her prior job at the same location.

- A. Employees with seven or more years of seniority at the time of the job appropriation will be afforded the opportunity of either accepting or rejecting recall when offered in accordance with Article VI, Sections 10 and 11.
- B. Employees with less than seven years of seniority at the time of the job appropriation must accept recall to their former classification when recall occurs.
- C. Any job left vacant when recall is completed shall be filled in accordance with the prevailing contract language.

An employee whose rate becomes incumbent by this Section may bid at any time to a higher rated job in this bargaining unit and maintain her incumbent rate. This same employee may bid to a lower-rated job or horizontally in this bargaining unit one time only and maintain her incumbent rate.

The foregoing does not apply to an employee whose rate is incumbent due to job evaluation.

12. An employee with three (3) or more years of seniority who is injured in the course of her employment and made subject to the provisions of the Indiana Workers' Compensation Act, and as a result of this injury loses her aptitudes or abilities to return to her regular job may use her seniority to appropriate the lower-rated job of a second employee (provided she is released by a Company doctor to perform the duties of this job) and retain her regular rate until such time as she is released by a Company doctor to return to her regular job. At such time she must return to her regular job.

13. When a vacancy occurs or is anticipated, or the work force is to be expanded in any of the classifications contained in the Wage Schedule, notice of such shall be prepared by the Labor Relations Department and posted by the Company on Union bulletin boards throughout the Company and once each week on Wednesday and remain through the following Tuesday, and mailed to the home address of any employee who is laid off due to lack of work and retains re-employment rights under the terms of this Agreement not later than the fifth (5th) working day following the occurrence of the vacancy or the anticipation thereof (Saturdays, Sundays, and Holidays excluded) to notify

the employees in the bargaining unit who may bid for such vacancy. An eligible employee in either Local Union 12775 or 13796 desiring to bid on the vacancy shall use the electronic bid process by filling out the online form. When an employee is absent due to sick leave, leave of absence, or vacation and unable to sign onto the NiSource network, she may send an e-mail with her intent to bid, including vacancy number and IT Help desk ticket number to hrdeliveryteam@nisource.com. If the absence is due to sick leave, leave of absence, or vacation, the employee must report to her new position within the time limit specified in Section 19 of this Article. The employee shall submit her completed electronic bid not later than the fifth (5th) working day (Saturdays, Sundays, and Holidays excluded) following the posting date of the notice which posting date shall be the first working day (Saturdays, Sundays, and Holidays excluded) following the release of the notice by Labor Relations Department. The Supervisor of Labor Relations shall send to the Recording Secretary of the Local a list of all bidders and their seniority dates at the same time such list is sent to the local supervisor.

The bid of a permanent or part-time employee shall take precedence over the bid of a temporary employee from Local Union 12775 and 13796, regardless of seniority.

Part-time employees who have accumulated less than one thousand forty (1,040) hours of part-time employment since June 16, 1977, will be subject to the bidding regulations as provided in Section 3 of this Article.

It is understood that only the hours worked forward from June 1, 1984, will apply to the employee's eligibility for benefits as provided in the Collective Bargaining Agreement for part-time employees.

If a successful bidder leaves her job for any reason within three (3) months from the time the first successful bidder on the vacancy reported to the job, the vacancy will be filled by an active employee who has recall (as specified under Section 32 of this Article, Memorandum of Agreement Employment Options for Laid-Off Employees; C-1 Full Time Replacement and Memorandum of Understanding dated 6-2-83), to that classification. If there are no employees with recall the vacancy will be filled from the remaining bidders on the original bid. If there are no remaining bidders on the original bid, the vacancy will be filled according to Section 26 of this Article. Supervisor of Labor Relations shall send, within thirty (30) days of filling, to the Recording Secretary of the Local notification of subsequent successful bidder on a bid that was previously filled and the successful bidder left within three (3) months.

14. Temporary vacancies in excess of thirty (30) days which are occasioned by vacations, sick leave or leaves of absence, including those granted under Article XVII, Section 7 and Section 8 hereof shall be known as "conditional vacancies". Subsequent temporary vacancies which result from the original local posting shall be known as "contingent vacancies". Locations specified in "A", "B" and "C" are defined in Section 17 of this Article.

- A. Conditional vacancies shall be posted locally at the location or department where the vacancy exists. Such vacancies shall be posted on all Union bulletin boards at that location for five (5) working days. An eligible employee must advise her supervisor of her interest in the vacancy.
- B. Contingent vacancies which result from the original local posting will be filled on a seniority basis from within the location.
- C. A conditional or contingent vacancy in Grade 3 or above which remains unfilled after it has been posted at a district office or a district operating headquarters shall then be posted at the other location within the same district.

- D. Vacancies that occur as a result of the employee on a conditional or contingent vacancy leaving it for any reason shall continue to be filled in the foregoing manner, provided that the vacancy will be available to the successful bidder for a minimum of thirty (30) calendar days.
 - E. The successful bidder as well as any others who may have changed jobs as a result of the conditional vacancy will be required to move back to her former job with all previous rights in the event the employee who created the initial vacancy returns or in the event the successful bidder fails to show the aptitudes and abilities to qualify for the Duties of the job as set by the Job Description.
 - F. Should the employee who created the initial vacancy not return, the vacancy will then be advertised in accordance with Section 13 of this Article.
 - G. The successful bidder on a conditional or contingent vacancy from another location shall not be eligible to bid on other conditional or contingent vacancies at the new location, and shall return to her former classification upon termination of the vacancy on which she bid.
 - H. Any conditional or contingent vacancy which is posted for bidding, or any vacancy resulting from such conditional or contingent vacancy shall be filled by an employee whose regular primary classification is in a lower pay grade. First consideration will be given to the senior employee who has accepted, or who has requested in writing and is available for, training to provide relief for the classification in which the vacancy exists. An employee will not be deemed to be unavailable because of job assignments made by the Company. An employee in the same or a higher pay grade shall not be eligible for such vacancy.
15. An employee who is in progression but has not attained the job on which she bid shall not be eligible for any conditional or contingent vacancy, regardless of seniority.

16. Any conditional, contingent, or temporary vacancies in this bargaining unit shall be filled by an employee from this bargaining unit.

17. A location, as used in this Article, is defined as one of the following:

- A. District Office and District Operating Headquarters, including all departments at both locations.
- B. Southlake Complex, Merrillville, Indiana. Each department will be treated as a separate location.
- C. Locations:
 - 1. Bailly Generating Station
 - 2. Construction Department
 - 3. Gas Operations Gary Central Gas Meter Shop
 - 4. Gas Operations LNG Plant, La Porte
 - 5. Gas Operations Royal Center
 - 6. Michigan City Generating Station
 - 7. R. M. Schahfer Generating Station
 - 8. General Material Services/Central Stores, Valparaiso Service Center
 - 9. Training Center (HPIC), La Porte
 - 10. Transportation Center, Gary
 - 11. Sugar Creek Generating Station
 - 12. Billing Center, La Porte

18. When a part-time vacancy occurs, notice of such vacancy shall be prepared and posted in accordance with Article VI, Section 13.

A full-time employee who accepts such part-time position shall forfeit all full-time seniority rights and benefits and must be available for work and able to conform to the standards set forth for the job in question.

Upon reporting to a part-time bid, employees will be given adjusted seniority dates for the purposes of bidding and benefits. All previously worked and current part-time hours will be used to calculate the adjusted seniority date. All time worked as a full-time employee will be excluded from the calculation.

Employees bidding out of their full-time status and reporting to a part-time bid will not be eligible to bid back to a full-time vacancy for 12 months from date of reporting to their part-time position.

In cases where the Company elects to eliminate a part-time position, the impacted employee(s) will be eligible based on their adjusted seniority date to select from any available part-time position. The provisions of the Collective Bargaining Agreement will apply for all other situations as well.

When a previously full-time employee who is currently working a part-time position physically reports back to a full-time position, upon reporting, their original date of hire will once again be their seniority date.

A laid-off employee with recall rights shall have priority over active full-time employees and will not forfeit recall or seniority. The successful bidder's recall and seniority will not be extended beyond the regular period as a result of becoming a part-time employee as per Article VI, Section 34.

If said employee withdraws from this part-time position, she will have no rights for re-employment.

Temporary work force employees are not eligible to bid on part-time vacancies. If she is interested in obtaining a part-time position, she shall submit a letter to Labor Relations and a copy to the office of the Local Union. A letter shall be submitted for each vacancy indicating the vacancy number.

In the event that the employee is displaced from her job or if her job is eliminated, she will be provided the opportunity of working in the temporary work force without loss of the earned part-time hours which apply to Article VI, Section 13.

19. Except as otherwise provided in this Article, an employee shall be selected for the vacancy from those who bid for the vacancy in accordance with the definition of seniority as defined in Section 1 of this Article, or Article VI, Section 1, of the Agreement with Local Union 12775, provided she has the qualifications set for the job by the Job Description and has the aptitudes and abilities to qualify for the Duties of the job as set by the Job Description within a reasonable length of time.

If there are one or more bids on the vacancy, the Company shall reach a decision and notify all bidders as to the reason for the decision within thirty (30) calendar days.

A bidder shall immediately accept or reject the bid after being notified she is a successful bidder.

A successful bidder shall not be required to report to her new job less than forty-eight (48) hours after acceptance, but no later than ten (10) days (Saturdays, Sundays, and Holidays excluded) after being notified that she is the successful bidder. If an employee is not able to report to her new job within the ten (10) day period, it shall not be considered that her bid has been withdrawn, but she will not be eligible to fill that vacancy. In the case of an anticipated vacancy, the successful bidder shall assume the vacancy as soon as it occurs and, if necessary, be placed in training ahead of the occurrence of the vacancy. If no bidder qualifies, or if no bids are received, the Company shall otherwise fill the vacancy.

The names and seniority dates of the successful bidders, together with the vacancy number and the classification, shall be posted on the last day of each month on the Union bulletin boards, and a copy shall be sent to the Union office.

20. The required function of the Supervisor in the bidding procedure is specifically limited to the provisions of Section 13 above. The Supervisor shall not volunteer encouragement or discouragement to the employee in the matter of bidding, nor offer unsolicited opinions or advice. She may direct the attention of an employee to posted vacancies.

21. When an employee is a successful bidder into a higher classification in another department, or outside the line of progression within a department, she shall enter that department at the classification for which she can qualify immediately. She shall be allowed a training period of a maximum of fifty percent (50%) of the total of the experience requirement, as indicated in the Job Description, between the classification on which she immediately qualified and that on which she bid.

- A. The majority of the training time should be spent on those classifications closest in the line of progression to the job on which the employee bid. However, in no case shall the training time on a classification exceed the experience requirement as indicated in the Job Description.

Progression charts are included in the Job Description Manuals.

An employee who bids into a classification having a line of progression and who has six (6) or more months of seniority shall not be retained on a classification in Pay Grade One for more than two (2) days. An employee in training should not normally be used as relief below the classification on which she is training.

- B. The employee's rate during this training period will be predicated on her previous permanent rate. She will receive that step rate in each lower classification for which she is qualifying which is nearest to her previous permanent rate. When her previous permanent rate is less than a step rate in the next classification for which she is qualifying, she shall receive the rate next above her previous permanent rate.

When the employee reaches the job on which she bid, she shall receive that step rate which is equal to her previous permanent rate. Should there be no identical step rate in this classification, she shall receive that step which is next above her previous permanent rate.

- C. If the employee fails to qualify in any of the classifications during her training progression within the prescribed period, she shall return to her last qualified job or entry job with all previous rights.

Other employees who have changed jobs as a result of the original vacancy shall return to their former jobs with all previous rights.

With respect to this Article, an employee shall be considered "qualified" on classifications in Pay Grades 1 through 4 after three (3) months, and on other classifications after six (6) months of satisfactory performance in any step rate of the job on which she bid. This new classification will then become the employee's "regular job."

- 22. A. An employee who is a successful bidder, who has not qualified in that classification for which she bid, may withdraw from her bid and return to her last qualified job by submitting a written notice to her Supervisor within the first thirty (30) calendar days after she reports either (i) in that classification for which she bid or (ii) in another classification in that line of progression for purposes of training for the bid classification. If the employee so withdraws, or if she is disqualified by the Company within such thirty (30) calendar days, she shall be prohibited from again bidding into that same classification, or into higher classifications in the same line of progression, in either bargaining unit, for six (6) months after the date she returns to her last qualified job. Employees affected by the withdrawal or disqualification shall return to their former jobs.

- B. An employee who is a successful bidder, who has not qualified in that classification for which she bid, may withdraw from her bid and return to her last qualified job, by submitting a written notice to her Supervisor, even though she has remained for more than thirty (30) calendar days after she reports either (i) in that classification for which she bid or (ii) in another classification in that line of progression for purposes of training for the bid classification. If the employee so withdraws, or if she is disqualified by the Company after such thirty (30) calendar days, she shall be prohibited from bidding on any vacancies in any classification, in either bargaining unit, for six (6) months after the date she returns to her last qualified job. Employees affected by the withdrawal or disqualification shall return to their former jobs.
- C. An employee who withdraws and/or is disqualified by the Company from any two (2) classifications in a twelve (12) month period shall be prohibited from bidding on any vacancy in any classification, in either bargaining unit, for one (1) year after the date of her second withdrawal or disqualification.
- D. An employee who is the successful bidder on but rejects at least four (4) vacancies, in either bargaining unit, within a period of twelve (12) consecutive months, shall be prohibited from bidding on any other vacancy, in either bargaining unit, for one (1) year after the date she rejects the most recent vacancy on which she was the successful bidder.
- E. An employee will be limited to accepting a new job through bidding up to two (2) times in any twelve (12) consecutive months. It will be considered a new job when an employee reports to a new supervisor or department head. An employee will not be considered for any subsequent bids for twelve (12) months following her report date to the second accepted bid. It will not be considered as having reported if the employee is subsequently forced to return to her last job through no fault of her own.
- F. The Company shall complete the Disqualification or Withdrawal form, attached as Exhibit 1, in all instances covered by paragraphs A, B, C and D of this Section 22, and shall send a copy thereof to the Union.

23. An employee who bids into a classification in the same or a lower Pay Grade shall be subject to all the rules governing the training for the classification on which she successfully bids. Upon successfully completing her training she will enter her new classification at that step of the classification which she had immediately prior to her becoming the successful bidder.

24. A non-incumbent employee who bids or bumps into a classification in the same or a lower Pay Grade shall be subject to all the rules governing the training for the classification. She will enter her new classification at that step of the classification which is closest to, but not greater than her previous rate.

25. When an employee bids on a vacancy and the Supervisor thereafter requests the bidder to come in for an interview, the employee shall receive her wages for the time that such interview overlaps her regular work schedule, and also shall be reimbursed any actual travel expenses.

26. If a job is posted and no one bids, or none of the bidders is qualified, and the Company does not fill the vacancy otherwise within forty-five (45) days, measured from the last day there was a valid bidder to be considered, and then thereafter wants to fill it, the vacancy is to be reposted one additional time. If, after being posted for the second time, no one bids, or none of the bidders is qualified, it will not be posted again.

27. When a vacancy occurs under the terms of Section 13 of this Article and the Company elects not to fill the vacancy, notice thereof shall be mailed to each of the Grievance Committee persons of the Local Union, the Recording Secretary and to the Local Union Office of the United Steelworkers, not later than the fourth (4th) working day following the occurrence of such vacancy (Saturdays, Sundays, and Holidays excluded).

28. The Company will not decrease the number of employees in the Central Cash Department unless technological equipment assumes the work of these employees and changes justify a reduction.

The Mail Processing Cash Clerks in the Central Cash Department may provide temporary relief in lateral or lower classifications in other departments at Southlake Complex after all full-time employees in the department in which the Mail Processing Cash Clerks are providing relief have been upgraded, if a vacancy exists. The intent of this relief provision is not to replace full-time and part-time employees.

29. An employee filling a vacancy temporarily until bids are received and who bids on the vacancy herself shall, in the consideration of skill and ability to perform the job, receive no credit for skill or ability developed while serving until bids are received.

30. Any employee who fails to submit a bid for a particular vacancy advertised according to the terms of this Article shall thereby waive any right to bid on that particular vacancy and the bidding shall not be extended or re-opened because of such failure to bid.

31. When an employee who is incumbent for any reason moves by transfer or through a bid to another job in a higher Pay Grade in this bargaining unit, she shall be subject to all the rules governing training for the classification, and her rate after the move shall be either her incumbent rate or the next higher step rate of the new job, whichever is the higher.

- A. An employee in this bargaining unit who is incumbent as a result of job evaluation who transfers at her request or bids into a job in the same or lower Pay Grade in this bargaining unit shall receive the final step rate of the new job.
- B. An employee in this bargaining unit whose rate becomes incumbent by Section 11 of this Article may bid horizontally or to a lower-rated job in this bargaining unit than that to which she bumped, one time only and maintain her incumbent rate.

If thereafter she fails to satisfactorily perform on the new job or is dissatisfied with it, she may be returned within sixty (60) days to her former job at her incumbent rate.

32. When recall occurs, no new employee shall be hired until all eligible employees laid off without severance pay have been recalled, provided that such employees laid off are available for work and can perform the job in question to conform to the standards set for it by the Job Description and report for work within ninety-six (96) hours after notification through the United States mail, addressed to the address last given to the Company by the employee, and a copy of said notice given to the Recording Secretary of Local 13796 at the same time the notice is sent to the employee. Failure of an employee so notified to report to work, or to supply a satisfactory reason for not doing so within the time limits prescribed shall be deemed abandonment of employment by the said employee. If an employee carries an incumbent rate at the time of her layoff and is recalled in the same classification, she shall retain her incumbent rate when recalled.

In all instances when a vacancy occurs and is not filled by recall of an active displaced employee, it shall be bid per Section 13 of this Article. Laid-off employees will be provided the opportunity to bid.

If a vacancy remains unfilled, Section 32 of this Article shall apply and the senior laid-off employee shall be offered recall. The maximum period for which a laid-off employee shall be eligible for re-employment will remain as specified in Section 34 of this Article.

When a job vacancy is to be filled by recall:

Recall will be provided to the senior active employee with recall to the same classification at the location from which the employee was displaced.

Failure to accept recall will result in forfeiture of incumbency status.

An employee shall retain her right of recall to her regular classification at the location from which she was first displaced.

33. The seniority of an employee shall be considered broken when:
- A. The employee resigns from the Company's employ;
 - B. The employee is discharged for just cause;
 - C. The employee is laid off, in which case Section 34 or Section 37 of this Article shall govern;
 - D. The employee accepts severance pay as described herein.
34. An employee who is laid off and, thereafter, returns to a position in this bargaining unit shall return with complete loss of seniority unless such return occurs as follows: For those having less than five (5) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within one (1) year; for those having at least five (5) years' but less than ten (10) years' seniority on the date of leaving the bargaining unit, seniority shall be continuous if the employee returns to the bargaining unit within two (2) years; and, for all others, seniority shall be continuous if the employee returns to the bargaining unit within three (3) years.
- An employee who transfers to a Supervisory, Professional, or Exempt position shall not have the right to return to the bargaining unit.
35. If the plant, district or department is closed or consolidated, the employees shall be assigned by seniority to the same classification at a location within a radius of twenty-five (25) miles of the employee's headquarters or residence whichever is closest to the new location provided a vacancy exists. These employees shall not be considered incumbent. These offerings will be by seniority, giving the senior employees the option to accept or refuse the assignment with the junior employee having to accept the twenty-five (25) mile assignment. All employees not accepting the assignment will be granted job appropriation pursuant to the current contract provisions. Should simultaneous vacancies occur, the employees shall have their choice.
36. Effective no later than 1/1/2015, Part-time employees shall participate in all of the seniority benefits provided in this Article.

37. If an employee is laid off she may, at the time of layoff, elect to take severance pay in lieu of retaining her re-employment rights and seniority. Effective June 1, 1995, the employee shall be eligible for such an election only if the layoff is caused through no fault of her own. Such severance pay shall be computed at one (1) week's wages at the employee's regular base rate and normal scheduled hours for each full year of seniority. The employee may also have the right of electing to take a layoff with recall rights, or of bumping to another job. (See Memorandum of Agreement-Employment Options for Laid Off Employees reprinted at back of this Agreement.)

38. During the term of the Agreement, no regular full-time employee having five (5) or more years of full-time service shall be laid off due to termination of her job or suspension thereof. This section does not apply to disciplinary or discharge action arising out of the employee's conduct. The Company reserves the right to assign those employees who are unable to appropriate another job to alternate work assignments.

39. The Company shall provide the Union semi-annual reports listing all clerical employees who have recall, their classifications and district/location.

ARTICLE VII

Holidays

1. The following legal holidays shall be observed by the Company: New Year's Day, January 1; Washington's Birthday; Good Friday; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Veteran's Day; Thanksgiving Day, the fourth Thursday in November; Christmas Day, December 25; or the day following if any fall on Sunday, the day following Thanksgiving Day; December 24; and December 31.

Each eligible full-time employee shall receive eight (8) hours' time at her regular hourly rate of pay for each holiday, except that an employee on an alternative schedule shall receive pay for the number of regularly scheduled hours of her work schedule for any holiday which falls on a scheduled workday. An employee on an alternative schedule, working weekends as part of her regular schedule, shall have the holiday observed on the actual holiday. However, the alternative shift employee shall work on the observed company holiday at straight time when it is part of her regular schedule. An employee who calls off for any reason the day after a holiday will fall to the bottom of the overtime list.

A part-time employee shall receive eight (8) hours pay if a holiday falls on a Monday, and six (6) hours pay if the holiday falls on any other day of the week, regardless of the employee's schedule.

2. Employees who are required to work on a holiday as part of their regular schedule shall receive, in addition to holiday pay, two (2) times the hours worked at their hourly rate of pay. Employees who are required to work on Easter Sunday as part of their regular schedule shall receive two (2) times the hours worked at their hourly rate of pay.

3. Any of the above-named holidays shall be considered as a day worked for the purpose of determining the number of consecutive days worked in the work schedule in which such holiday falls. The regular stated schedule of an employee shall not be changed due to the fact that an observed holiday falls on either a Monday or a Saturday.

4. When a holiday occurs on a day that an employee is receiving base wages due to a death in the family, as provided in Article XVII, Section 4, the employee shall also receive pay for the holiday as provided herein or have the election to take an additional day off.

5. An employee shall be paid for such holidays that occur during the first thirty (30) days of a leave of absence under any one of the following conditions:

- A. Military Leave
- B. After completion of sick leave
- C. After completion of vacation following the expiration of sick leave

6. A new employee who completes thirty (30) calendar days of employment shall be eligible for holiday pay in accordance with this Article and such pay shall be retroactive to the date of last employment and at the permanent base hourly rate applicable to the last working day preceding the holiday.

7. The amount paid to an employee for a holiday shall include Work Dispatcher bonus provided that:

- A. The employee worked her scheduled hours and was eligible to receive the bonus the day before and the day after the holiday during a week in which a holiday is observed between Monday and Friday, or
- B. The employee worked her scheduled hours and was eligible to receive the bonus on the remaining days in the week during a week in which a holiday is observed on a Monday, Friday or Saturday.

8. The amount paid for a holiday to an employee who provides temporary relief to a higher classification in this bargaining unit shall be determined in accordance with the following paragraphs:

- A. When an employee's schedule requires her to work a portion of her scheduled hours in a higher classification on an established regularly scheduled basis, she shall receive holiday pay for the same number of hours at the same rates she would have received had she worked a regular schedule, provided that she works in accordance with the time requirements of Subsections 7A or 7B above.
- B. An employee who works in a higher classification all her scheduled hours on the day before and the day after a holiday shall receive the rate of the higher classification for the holiday.

- C. In the event the employee is upgraded to more than one higher classification as provided in Paragraph B of this Section, she shall receive the rate of the last classification worked immediately preceding the holiday.
- D. If the holiday is observed on either a Monday, Friday or Saturday and the employee works in the higher classification all the remaining scheduled hours in that week, she will receive the rate of the higher classification for the holiday.

9. Should the employee work on the holiday she shall be paid such bonuses and premium as may be appropriate under the provisions included elsewhere for the hours actually worked, and this shall be in addition to the base pay for the holiday as such.

10. The rate of pay and the applicable bonuses an employee could have earned while on official Union business shall be included to determine the amount due as holiday pay.

11. Holidays that fall on Saturday will be observed on the preceding Friday.

ARTICLE VIII

Vacations

The vacation year shall begin April First of each year and extend to March 31 of the following year, except that on those anniversaries of seniority affecting the length of the vacation, the vacation year shall begin on the anniversary of seniority as provided herein. Effective with the April 1, 2015 vacation year, all full-time, permanent employees, whether initially hired as full-time or part-time employees, shall be entitled to vacations with pay under the following schedule:

1. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
2. An employee having two (2) years of seniority shall be granted three (3) weeks of vacation with pay in the current vacation year.
3. An employee having eight (8) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.
4. An employee having fifteen (15) years of seniority shall be granted five (5) weeks of vacation with pay in the current vacation year.
5. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.
6. A part-time employee having one (1) year of part-time service shall be granted that portion of an eighty (80) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.
7. A part-time employee having two (2) consecutive years of part-time service shall be granted that portion of a one hundred twenty (120) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.

8. A maximum of two (2) days of an employee's annual emergency vacation entitlement may be taken in one (1) day increment, one-half (1/2) day increments and or one quarter (1/4) increments. A maximum of two (2) weeks of an employee's annual vacation entitlement may be taken in one (1) day increments and/or one-half (1/2) day increments in accordance with the terms of this section.

A maximum of two (2) days of these vacation weeks regardless of the employee's schedule or shift may be taken as emergency time in full or half day increments. The employee must report off as soon as the emergency is known to her.

The remaining eight (8) days of "single day vacations" must be scheduled in full or half day increments. Five (5) single days shall be scheduled according to seniority when full weeks are scheduled. The remaining three (3) single days shall be scheduled throughout the year on a "first come, first serve" basis using the vacation request form. Between November 1 and November 15, of each year, all employees having unused days of unscheduled vacation, shall schedule those days for use before April 1, of the following year. An employee who schedules all allocated weeks of vacation will not be permitted to schedule single days of vacation.

Employees taking one or more of their optional vacation days and/or one-half (1/2) day shall not be eligible for work during the hours of their regularly scheduled shift. Overtime worked prior to their scheduled starting time or beginning at the end of the employee's scheduled shift for that day will be paid at the normal rate applicable for that day of the employee's stated schedule. The rates in Sections 15 and 16 of this Article shall not apply.

9. A part-time employee shall schedule her vacation with regular full-time employees. She shall schedule her first choice after all regular full-time employees have scheduled their first choice, her second choice after all regular full-time employees have scheduled their second choice, and so on. A part-time employee shall schedule her earned vacation in weekly increments; and single days short of a week may be taken as one-day vacations.

Part-time employees will be allowed to use one 8-hour vacation day as "emergency vacation." This may be taken in 8 or 4 hour increments. Part-time employees taking one week of vacation shall be compensated based on the average number of hours worked per week during the previous work year, regardless of current schedule.

10. Having once attained the seniority necessary for a particular vacation and having received the vacation provided under those conditions, the scheduling of an employee's future vacations shall be with reference to subsequent April Firsts.

11. Heads of departments shall schedule vacations annually, starting with the first working day in January and continuing until March 20. Department employees shall have their choice of time for vacations in the order of their seniority within their classification in this bargaining unit, provided that the time chosen is suited to the Company's operations. Individual vacations shall be scheduled within two (2) working days after receipt of the Company's "vacation-request card." These cards shall be furnished by the Company starting with the first working day in January. Failure to designate a desired vacation as indicated above shall deprive the employee of any seniority right to schedule her vacation in conflict with that of a junior employee. The same rule shall apply to second and third choices. In the situation of a split vacation, the scheduling of the remaining portion must be governed by the time available after the other employees in the department have scheduled their vacations during the period designated above. Vacation schedules shall remain posted and kept current.

12. An arrangement for the vacation to be taken other than in one continuous period is not recommended but such an arrangement may be made, subject to the adaptability of the work schedule. An employee shall not be denied the right of splitting her vacation solely for the reason that to do so would increase the cost of providing relief during her absence; nor shall employees deliberately split their vacation in such a manner as to unnecessarily increase the cost of such relief. Subject to the first sentence of this paragraph, vacations may be taken in weekly increments or in any combination of weeks.

13. As each senior employee designates her desired vacation schedule, that choice shall be entered on the schedule of vacations which shall be posted on the Union Bulletin Board. This schedule shall remain posted until all vacations are scheduled.

14. Vacations shall not be allowed to accumulate from year to year, except that at intervals of not less than two (2) years an employee may, upon written request to and approval of her Supervisor, forego a vacation in one year with

the understanding that the vacation shall be taken without fail in the following vacation year, shall be taken consecutively with the vacation of the following year, and that the employee will not, during the taking of such accumulated vacation, work either for herself or others for immediate monetary gain.

15. When an employee's vacation schedule has been established, it shall not be changed except by the mutual consent of the employee and her department head. Any employee on vacation who accepts recall to duty after the conclusion of her last regularly scheduled hours of her last scheduled day or prior to her scheduled starting time to return to work shall receive two (2) times her hourly rate of pay for all of the hours worked and, in addition, shall be paid straight time for such scheduled hours of the vacation from which she was recalled.

16. Employees entitled to a vacation for the current vacation year under this Agreement must take their vacations during the vacation year except as provided by Section 15 of this Article. However, if the Company directs that an employee work instead of taking her vacation, the employee shall be paid for a vacation at double her regular rate of pay and, in addition, she shall be paid for any work performed for the Company during the vacation period in accordance with the provisions of Article XI.

17. An employee will be permitted to reschedule a vacation if she is on sick leave or becomes eligible for sick leave benefits, under provisions contained in Article XIV hereof, prior to the first scheduled day of vacation.

18. An employee who becomes ill or is injured while on vacation, and whose illness or injury requires confinement in a Hospital or Clinic, shall be eligible for sick leave during the time of confinement, and the days for which sick leave is payable shall be rescheduled as vacation.

19. An employee who is unable to return to work upon termination of maximum sick leave benefits as provided in Article XIV, Sections 2 and 3, and who has not taken a vacation for the current vacation year will be granted vacation pay and, in addition, pay for any holiday that occurs during this vacation period.

20. When a holiday or holidays that are observed by the Company fall during the vacation period of an employee on a regular scheduled working day, the employee will be paid an additional day's pay. If the holiday falls on a

day such as a Saturday that does not result in a day off for employees generally, an additional day of pay will be allowed.

21. Any employee who has not taken a vacation for the current year and who voluntarily leaves the service of the Company shall be paid her vacation money due, provided a minimum of two (2) weeks' notice of intention to resign is given to her department head in writing and the employee works her regular working schedule during the two week notice period. No portion of the vacation to which the employee would have been entitled on the following April First or seniority anniversary date shall be paid.

22. An employee who, while on vacation or less than two (2) weeks prior to the start thereof, decides to terminate employment, shall immediately give the Company two (2) weeks notice, and thereafter be on vacation or assume active duties as the case may be, during such period. In such instances the vacation pay shall be paid as in the preceding Section.

23. The hours of the stated schedule, as defined in Article XI, of the employee at the time of the employee's vacation, and the rate of pay of the employee during more than one-half of the twelve month period ending the April First or anniversary of seniority preceding the vacation, shall be used in computing the vacation pay, except that the vacation pay shall not be reduced because of the application of any wage adjustment subsequent to said April First or anniversary of seniority and prior to the time of the vacation.

In any event, the permanent rate of pay of the employee at the time the vacation is taken shall be used to compute the vacation pay if it is higher than the highest rate in the preceding year.

In the event the employee does not work more than one-half of said twelve (12) month period at one rate, the vacation pay shall be based on that rate under which the employee worked the greatest period of time in said twelve (12) month period.

The scheduled hours that the employee would normally have worked during such vacation period shall be multiplied by the employee's hourly rate of pay to determine the total payment, and bonus shall be added, including night bonus, to the extent applicable to the employee's established schedule as regards night bonuses, and provided with regard to other bonuses, that the employee has been paid such bonus for at least One Thousand Forty (1,040) actual hours in the twelve (12) month period preceding the start of the vacation year.

24. Employees who are discharged for cause shall not be entitled to any vacation pay.

25. If the interruption of employment caused by military service occurs within a vacation year and an employee has not taken a vacation, she shall receive vacation pay and in addition, in cash, that portion of the vacation pay to which she would have become entitled on the following April First or seniority anniversary date, determined by the ratio of the days elapsed from the preceding April First or the preceding seniority anniversary date to three hundred and sixty-five (365). In every instance the choice between April First and the seniority anniversary date shall be decided so as to give the employee the greatest vacation allowance.

26. The vacation to which an employee became eligible on the preceding seniority anniversary date or April First, which may not have been taken, plus that portion of the vacation pay to which she otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of death and the preceding April First, times her regular rate of pay shall, in the event of her death, be paid to the spouse or dependent children or dependent parents, if any, or any beneficiary.

27. An employee who goes on pension under any provision of the Pension Plan shall be paid for the vacation to which she otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of her retirement and the preceding April First times her regular rate of pay.

28. When an employee bids, bumps or transfers to another department or location and has not taken her current scheduled vacation, she may take her scheduled vacation in the new department or location without regard to her seniority, as provided in this Section, provided that the time chosen is suited to the Company's operations.

29. When a part-time employee's vacation anniversary date is established under Article VI, Section 36 and she has earned vacation as a part-timer, the Union shall not seek duplication of those vacation days, but shall deduct them from the current vacation year's eligibility if they have been taken by the employee and paid for by the Company. The employee shall schedule the balance of her vacation upon entering her new department. She will have to select from the remaining available weeks upon entering the department, if vacations have already been set for that vacation year.

Any employee who has not taken her earned part-time vacation prior to becoming a successful bidder on a regular full-time job may elect to take the pay for those days in lieu of scheduling the vacation day upon entering her new department. If the employee elects for a cash payment, those number of days shall be deducted from the full-time vacation and only the balance shall be scheduled. If the employee elects to schedule her earned vacation after entering her new regular full-time position, the part-time vacation shall neither be added to the full-time vacation nor deducted from it, but rather the employee shall only have the regular full-time vacation based on her vacation anniversary date set by Article VI, Section 36 to schedule upon entering the new department.

ARTICLE IX
Military Service

1. The parties agree to abide with the terms of the NiSource Corporate Wide Standard regarding Military Leave of Absence in effect at the time of the leave request.

During the term of this agreement, the Company agrees to provide no lesser benefit than that provided in the Military Leave of Absence Policy effective January 1, 2011.

ARTICLE X
Wages, Job Descriptions and Job Evaluation

Wages

1. The hourly rates of pay for the various classifications of work covered by this Agreement are shown in Article XXIII, Schedule A.

- A. Each regular active employee on the Company's payroll as of May 31, 2019 shall be paid seven hundred fifty dollars (\$750.00) as a one-time payment for prompt ratification of the Agreement. Each regular inactive full-time employee on the Company's payroll as of May 31, 2019 shall be paid a like amount upon return to active status.

This ratification payment will be payable the first payday, thirty (30) days after ratification.

- B. With respect to the Article XXIII, Section A, wage rates:
- (i) Effective January 1, 2020, each individual basic hourly rate will be increased by two and three-quarters percent (2.75%).
 - (ii) Effective January 1, 2021, each individual basic hourly rate will be increased by three percent (3.00%).
 - (iii) Effective January 1, 2022, each individual basic hourly rate will be increased by three percent (3.00%).

C. Corporate Incentive Plan

The Union and Company agree to place all employees covered by this Agreement under the Company's Corporate Incentive Plan.

Employees shall only have bonuses or incentives reduced for the pro-rata period that is equal to the actual time of disciplinary suspension. Union business hours for elected union officials that are currently credited for pension purposes will also be treated as time worked for incentive plan purposes.

2. All percentage increases in rates of pay under this Agreement will apply to each rate.

3. Employees in the bargaining unit shall be paid biweekly on Friday for time worked to the end of their regular schedule on Tuesday of the previous week. Effective no later than January 1, 2015, all employees shall enroll to receive their pay by Direct Deposit. Pay stubs will be mailed to their address on record.

Job Descriptions and Job Evaluation

4. An employee whose rate is incumbent as a result of job evaluation will not receive more than the negotiated increases extended to her classification.

5. Job Descriptions have been developed by the Company, have been mutually agreed to by the Company and the Union, and have been issued for each classification listed in the wage schedule. Those Job Descriptions consist of a descriptive listing of the principal DUTIES of the classification being described, which duties require the degree of skill, experience and training that is applicable to the rate paid by the classification being described, and the QUALIFICATIONS required to enter the classification being described.

6. The absence of any reference in the Job Description to a particular duty does not exempt employees in the classification from performance of the work if the degree of skill, experience and training required to perform the duty is on a par with, or is below the degree of skill, experience and training required to perform the items listed in the Job Description.

7. In the event of controversy as to whether or not the performance of any unlisted duty exceeds the degree of skill, experience and training required by the duties listed in the Job Description, the employee shall, if able, perform the duty and may immediately refer the matter to the Union Representative for a determination between the Company and the Union Representative.

8. Decision as to whether or not any item is to be included in any Job Description shall be subject to the mutual agreement of the Company and the Union only to the extent of determining the effect of such item on the evaluation of the Job Description concerned and the Pay Grade applicable.

9. When a new job is created within the bargaining unit such shall be subject to negotiations and if a new classification is added as a result of such negotiations a Job Description for the new classification shall be developed, agreed to, evaluated to determine the Pay Grade in which it falls, and issued as provided above.

10. Each classification included in this Agreement has been evaluated by a method mutually acceptable to the Company and the Union and thereby assigned a definite number of "points" as its evaluation.

11. Major changes in the content of any classification resulting in changes of its Job Description shall subject such classification to a revaluation to determine whether or not a change in Pay Grade shall be made.

12. When a new job and a new Job Description occurs, it shall be evaluated by the same method as used to evaluate all other jobs and the applicable Pay Grade determined thereby according to the agreement dated October 4, 1965.

13. If an agreement cannot be reached between the Company and the Union in the situations described in Sections 11 and 12 of this Article, the services of a consultant mutually acceptable to the Company and the Union shall be obtained according to the terms of the aforementioned agreement.

14. The monetary value shown for each step of the Rate Range is the base hourly straight time wage rate applicable.

15. The anniversary date of an employee shall be that date which is six (6) months, or a multiple of six (6) months after the date upon which the employee entered a job permanently. An employee shall be given credit for all actual hours spent on temporary relief on a particular classification.

16. If an anniversary date occurs either after the beginning or before the end of the pay period it shall be considered as occurring at the beginning of the pay period so far as changes in rate are concerned. If an anniversary date occurs on or after the employee's last regularly scheduled day in the pay period, it shall be considered as occurring at the beginning of the next pay period so far as changes in rate are concerned.

17. The Company shall have the right to require examinations, either recorded oral, written or practical, to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification. An employee who does not pass an examination shall be eligible to retake the examination after sixty (60) days. A written test may not be used unless the job requires reading comprehension, writing or arithmetical skills, and may be used to measure the comprehension and skills required for such job.

Periodically, tests to determine the ability to absorb training will be offered to employees who may be interested in bidding into the Customer Service Representative Classification at a future date. Once the tests have been successfully completed, it will not be necessary to retake them upon becoming a successful bidder. In order to be considered a successful bidder, an employee must successfully complete these tests. But it shall not be a prerequisite to bidding.

Where a test is used by the Company as an aid to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification, and where the use of the test is challenged properly in the grievance procedure, the following is hereby agreed to:

- A. The Company will furnish to a designated representative of the International Union a copy of the disputed test and all such background and related materials as may be relevant and available.

- B. All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.
- C. Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in strictest confidence and will not be copied or otherwise published.

The Company shall be limited to the use of such examinations and testing procedures which are:

- (i) job related,
- (ii) fair in their makeup and their administration, and,
- (iii) free of cultural, racial or ethnic bias.

Testing procedures shall in all cases include notification to an applicant of her deficiencies and an offer to counsel her as to how she may overcome such deficiencies.

- D. The Company agrees to notify the Union when tests are being developed for classifications where no qualifying examinations now exist. The Company will not implement any tests before the Union has reviewed such tests. The Union agrees to complete their review within 45 days of notification.

18. TESTING

- I. Tests shall be required to be taken and satisfactorily completed before entering a clerical classification as specified below:
 - A. A data entry test will be required for the employee who attempts to enter a clerical classification for the first time.
 - B. A data entry test will be required when the employee, after being gone for 12 months or longer, returns to any clerical classification.

- C. A typing test will be required when the employee attempts to enter a classification of Clerical Administrative Assistant for the first time or enters this classification to provide temporary relief for the first time.

II. Requirements:

- A. All typing and data entry tests will be validated and job related and reviewed by the Union.
- B. Typing tests will be calculated at the validated equivalent of 50 WPM (five errors maximum).
- C. Data entry tests will be calculated at the validated equivalent of 70 keystrokes per minute.

- III. If necessary, employees may be given a second attempt to pass the typing or data entry test in the same day. A third attempt to pass the typing test can only be made after a minimum of ninety (90) days after the date of the test.

In any event, a vacancy must be available before any test is given.

19. All employees in Local 13796 shall be eligible for the Tuition Reimbursement in accordance with the Company's Policy, subject to any future revisions.

ARTICLE XI Hours of Work

1. The work week shall consist of seven (7) days commencing each week at 12:01 a.m. Monday.
2. A. Traditional Schedules

The stated schedule of work for 40-hour employees shall be eight (8) consecutive hours each day for five (5) consecutive days with a lunch period excluded. A time shall be established for the start of the stated schedule of work each day and such shall be changed only subject to the conditions hereinafter set forth. Should the Company wish to establish a stated schedule of work for 40-hour workers which does not consist of five (5) consecutive days each week such may be done, but the employee shall receive for the fifth (5th) day worked in the work week a bonus of eight (8) hours' pay in addition to pay for the eight (8) hours worked and if said fifth (5th) day occurs on Sunday a bonus of twelve (12) hours' pay in addition to pay for the eight (8) hours worked shall be given.

-
- B. Alternative Schedules

The Company may establish full-time schedules which do not result in premium pay for any of the forty (40) hours of the employee's stated schedule in a work week. Such schedules may consist of not less than eight (8) consecutive hours, nor more than twelve (12) consecutive hours each day. Alternative schedules will be not less than three (3), nor more than five (5) days each work week, however, these may not be consecutive days in all cases. No alternative schedule shall be implemented which does not include two (2) consecutive days off. Not less than fifteen (15) working days (Saturdays, Sundays and Holidays excluded) prior to the implementation of any alternative schedule, the Company will notify the employees in the affected department, and shall meet with the Union President, or her designee, to review said schedule.

Not less than fifteen working (15) days (Saturdays, Sundays and Holidays excluded) prior to the elimination of alternative schedules in a department, the Company shall notify the affected

employees. Changes in the days of the stated schedule, or changes in the stated hours for reporting to work greater than one (1) hour, except for training purposes, shall be considered a new alternative schedule subject to offering by seniority. Alternative schedules will be offered by seniority to the employees in the affected department until the necessary complement is attained.

Beginning June 1, 1999, alternative schedule provisions will apply only to the Southlake Customer Service Call Center and the South Bend Service Agency. On or after June 1, 2000, the alternative schedules may be expanded to other departments only upon the mutual agreement of the Company and Union. If the parties agree to expand alternative schedules to other departments, the above rules will apply.

Unless specifically stated elsewhere, the terms of this Agreement pertaining to forty (40) hour employees shall govern employees working alternative schedules. In no case will an alternative schedule for a full-time employee result in less than forty (40) hours of straight time pay.

3. A stated hour for reporting to work and a stated schedule of working time shall be given to each employee and, except in cases of emergency, twenty-four (24) hours' notice of any change in such stated schedule shall be given the employee, and such twenty-four (24) hour notice shall be measured from the start of the schedule to which the employee is being changed.

For those employees working shifts that overlap into two (2) days, it shall be counted as having been worked entirely in the day during which the work commenced.

A change of stated schedule occurs when:

- A. The employee is required to start to work earlier than the beginning of her stated schedule and is not permitted by the Company to work, or is not paid, at least until the end of her stated schedule.
- B. The employee is required to start to work later than the start of her stated schedule of working time.

- C. If an employee has her schedule changed in compliance with the above but is required to work sixteen (16) or more consecutive hours, she shall receive premium pay for the first (1st) day of her new schedule for those hours worked in excess of eight (8).

If the foregoing provisions are not complied with, all the time worked on the first day of the new schedule shall be considered overtime.

4. When the employee's stated schedule of work is less than eight (8) hours per day, the hours worked on the sixth (6th) and seventh (7th) consecutive days in the work week shall be paid in accordance with Section 6 of this Article.

5. Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this Agreement.

6. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week shall be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay except that all time worked by forty (40) hour non-shift employees on Sunday, as such, or by shift workers on their second (2nd) scheduled day off, shall be paid for at two (2) times the hours worked times the hourly rate of pay. Further, all time worked on Saturday as a part of the stated schedule of 40-hour non-shift employees shall, in any event, be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay.

7. When an employee works outside her stated schedule of work she shall be paid for all hours worked according to Section 6 of this Article and the hours worked shall be determined as follows:

- A. If the request to perform such work is made more than one (1) hour prior to the designated reporting time, the hours worked at overtime shall begin when the employee leaves home and shall end when she returns home, provided she returns home prior to the start of her next stated schedule of work. The determination of hours worked at overtime shall end when the employee starts her next stated schedule of work, provided the employee is allowed to work, or is paid, at least to the end of her next stated schedule of work.

- B. If the request to perform such work requires the employee to report at once, the hours worked at overtime shall begin with the allowed 30 minute travel time. If longer is required then MapQuest will be utilized to determine required travel time from employee's home to reporting location, the provided MapQuest results plus ten (10) minutes will be paid.
- C. The total time allowed for work and travel under the above provisions shall be not less than two (2) hours' pay at the employee's regular rate of pay, but this shall not apply to employees whose time under the above provisions starts less than one (1) hour and twenty (20) minutes prior to the start of the employee's next stated schedule of work.
- D. Excessive time required to report for work or to return home shall be subject to investigation and appropriate adjustment.

8. An employee who works sixteen (16) hours or more continuously shall have, upon request, a minimum rest period of eight (8) hours before returning to work. To the extent such rest period extends into her regular work day and her stated schedule of work, she shall lose no time thereby. Time worked during the first fourteen (14) hours of continuous work shall be paid as per the employee's stated schedule and any work beyond fourteen (14) hours shall be at double time.

9. When an employee reports for work and is released from duty that day, it shall be considered that she has completed a day's work; and if she is called out later to work during the working day, such time worked shall be considered overtime.

10. When an employee receives less than sixteen (16) hours notice canceling scheduled overtime work prior to reporting at the designated place for such work, she shall be paid two (2) hours' time at her hourly rate of pay.

Employee's shall give as much advance notice as possible when canceling overtime work except in instances of prescheduled overtime. Employees assigned to work prescheduled overtime shall provide a minimum of sixteen (16) hours advance notice when canceling prescheduled overtime. When an employee fails to provide sixteen (16) hours notice of cancellation of overtime, she shall immediately be placed at the bottom of the overtime list, effective with the next overtime posting. When notification of overtime offering is less than sixteen (16) hours, this will not apply.

11. Employees working a regularly stated schedule at the time the change is made to Daylight Saving Time in the spring shall work seven (7) actual hours with no loss of normal pay. Employees working a regularly stated schedule at the time the change is made from Daylight Saving Time in the fall shall work nine (9) hours and receive pay at the established premium rate for the ninth (9th) hour.

12. An employee who is unable to report for work at her next designated starting time because of illness or other bona fide personal reason shall notify her immediate Supervisor or Department Head as soon as the fact is known to her, and shall notify her immediate Supervisor or Department Head as to the time she will return to her stated schedule as soon as the fact is known to her.

13. All time shall be figured to the nearest one-fourth (1/4) hour worked. Where the employee is required as often as every other day to work less than eight (8) minutes overtime, within a pay period, such time shall be accumulated and paid in units of one-quarter (1/4) hour.

Time off as a result of reporting late or quitting early shall be deducted to the nearest one-quarter (1/4) hour.

Alternatively, when an employee reports one (1) minute or more but less than eight (8) minutes late for her stated schedule, within a pay period, such time shall be accumulated and deducted in units of one-quarter (1/4) hour. Any employee who accumulates four (4) one-quarter hour deductions in a year, will be moved to the bottom of the overtime list.

ARTICLE XII

Distribution of Overtime

1. When work is to be performed on overtime rates the employees who perform such work during regular schedule shall be offered such work.
2. The monetary value of premium hours worked by or offered to employees shall be distributed equally among the eligible employees as far as possible. Upon the request of the Department Steward or Grievance Committee person, the Department Head shall furnish the record of overtime worked by each employee or any employee of the Department.
3. Employees shall be given as much advance notice of overtime work as possible. When an employee is requested to work overtime, the Company and the Union agree that the request should be accepted unless unusual personal hardship or inconvenience would result.
4. An employee who is off work (2) hours or longer for any reason other than vacation or official Union business, is not eligible for overtime until they report for the start of their next scheduled work day. Employees on leave pursuant to FMLA shall not be charged. However, employees on sick leave, leaves of absence, and those restricted from working overtime shall be charged. For holidays that occur on Friday or Thursday and Friday of the week preceding an employee's scheduled vacation, or on the Monday immediately following said scheduled vacation, an employee will be eligible for overtime worked on the holiday, provided that she notifies her supervisor in advance that she will be available should such overtime occur.
5. Employees entering a new classification on a permanent basis shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee or employees of the same classification at the same location.

6. The overtime standings for clerical bargaining unit employees of each department at each location shall be determined as of 12:00 noon every other Tuesday, concurrent with the close of the clerical pay period, shall be posted on the bulletin board and shall be effective at 12:00 noon on the following Friday, shall be considered as fixed for a period of two (2) weeks and shall govern the offering of overtime work.

When Friday is a Holiday observed by the Company, the posting shall be made the Thursday before the Holiday and shall be effective on that Thursday until two (2) weeks from the following Friday unless such Friday is a Holiday observed by the Company in which case the foregoing shall continue to apply.

When Thursday is also a Holiday observed by the Company in addition to the following Friday, the posting shall be made on the Wednesday before the Holiday and shall be effective on that Wednesday until two (2) weeks from the following Friday unless such Friday is a Holiday observed by the Company in which case such posting would be effective until two (2) weeks from the following Thursday unless that Thursday is also a Holiday observed by the Company in which case such posting would be effective until the following Wednesday.

Changes in the overtime standing that are made as a result of a settlement of a grievance will be made on the next weekly posting.

If the overtime standing of two (2) employees is equal, the senior employee of the two shall be considered low.

7. All records on overtime are to be shown in hours, but in hours paid rather than hours worked: that is, after conversion by multiplying the hours worked by one and one-half (1-1/2) or two (2), as the case may be.

8. Unscheduled overtime shall be charged against an employee as having been worked if she is contacted in proper turn and she cannot or will not work or, if she has a telephone, a call is made which is answered and she does not come out to work.

-
- A. If an employee with a telephone is contacted personally or a contact is made at her residence, and she cannot come out to work for any reason whatsoever, she shall be charged as having worked.
 - B. If the call is not completed, the employee will not be charged. If the call is completed and the employee does not come out to work, she is to be charged with the overtime that she might have worked regardless of the reason for her not coming out. Such an employee shall be charged with the hours actually paid to that employee who was called next following the call made to the employee who does not work. If two or more employees in succession do not or cannot accept the call, they shall all be charged with the time actually paid to that one who is finally contacted and who actually comes out to work.
 - C. Management shall wait thirty (30) minutes to allow the employees appropriate travel time before initiating the callout procedure.
9. Local Union Officers, Grievance Committee persons, Stewards, or other employees who are absent from work due to official Union Business shall not be charged as refusing overtime.
10. Each employee shall be responsible for verifying the accuracy of her telephone number on the overtime standings. Any employee who requests that her telephone number not be shown on the overtime standings, shall inform her supervisor, in writing, to omit such number. However, it shall continue to be the employee's responsibility to verify the accuracy of her telephone number and to notify the Company in writing of any changes.

ARTICLE XIII
Meal Money

(ALL DISTRICT, PLANTS AND DEPARTMENTS)

1. In lieu of the former meal money paid to employees, employees shall receive four dollars six cents (\$4.06) per hour for each full hour of overtime actually worked in addition to other applicable overtime payments.
This payment shall be part of the employee's regular biweekly paycheck but shall not be included in calculating holiday and vacation pay, and shall not be included in any grievance settlement or arbitration award payment involving overtime issues. These rates will be increased at the same rate as annual wage increases in Article X on page 48.
2. Employees shall be responsible for providing their own meals during overtime situations.
3. The Company shall provide and maintain refrigerators and microwave ovens for employee use.
4. When an employee is required by the Company to delay her regularly scheduled noon meal longer than one (1) hour, she shall be paid a premium of one-fourth (1/4) hour at her hourly rate of pay.
5. The practice with respect to the payment of meals to employees when working outside district headquarters shall be paid the same as Article XVI, Section 9.

ARTICLE XIV
Sick Leave

1. Sick Leave benefits shall be granted to an employee who has at least six (6) months' seniority in this bargaining unit, commencing not later than the first (1st) scheduled day of a disability caused by personal illness or injury sustained off the job, including disability due to pregnancy and childbirth or related medical conditions, and occurring after the effective date of this Agreement. Such employee shall receive eighty percent (80%) of her base pay during the period of disability in any one (1) calendar year or for any one (1) continuous disability.

2. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee, whether initially hired as full-time or part-time before May 31, 2004, shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule:

6 months but less than 1 year --	1 week
1 year but less than 2 years --	4 weeks
2 years but less than 3 years --	7 weeks
3 years but less than 4 years --	10 weeks
4 years but less than 5 years --	13 weeks
5 years but less than 10 years --	18 weeks
10 years but less than 15 years --	30 weeks
15 years but less than 20 years --	39 weeks
20 years but less than 25 years --	44 weeks
25 years and over--	52 weeks

3. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee hired after May 31, 2004, shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule:

6 months but less than 1 year --	1 week
1 year but less than 2 years --	4 weeks
2 years but less than 3 years --	7 weeks
3 years but less than 4 years --	10 weeks
4 years but less than 5 years --	13 weeks
5 years but less than 10 years --	18 weeks
10 years and over --	26 weeks

Any employee hired on or after May 31, 2004 requiring sick leave in excess of twenty-six (26) weeks shall apply for long-term disability benefits through the insurance carrier.

Long term disability benefits pays 50 percent (50%) of employee's base salary (employee may purchase an additional ten percent [10]). The benefit would end after two (2) years if the employee cannot perform his job, and would continue to age 65 if the employee cannot perform any Bargaining Unit job.

Employees hired prior to May 31, 2004 and enrolled in the Account Balance 1 pension plan will be given a one-time irrevocable choice in August 2014 to enroll in the long term disability plan effective January 1, 2015. Those employees electing long term disability benefits will be subject to the sick leave schedule indicated for employees hired on or after May 31, 2004.

4. A part-time employee, disabled due to a personal illness or injury sustained off the job, will be provided with fifty (50%) of the paid sick leave days she would receive if she were a full-time employee hired after May 31, 2004. However, when she has six (6) months seniority she shall receive one (1) week paid sick leave.

- A. Paid part-time Sick Leave days will be granted at 60% of the classification's base pay.
- B. Absences provided under this section will only be considered Sick Leave upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant, on the form attached as Exhibit 2.
- C. Paid Sick Leave will begin on the first (1st) day of the disability period.

5. An employee who is injured in the course of her employment with the Company and is receiving weekly compensation as provided by the Indiana Workers' Compensation Act, shall be granted Sick Leave benefits commencing with the day following such injury and continue for the length of the injury or the termination of the case through a settlement by the Industrial Board. Such employee shall receive as Sick Leave benefits, in addition to the weekly compensation provided by the Indiana Workers' Compensation Act, the difference between her base pay and weekly compensation for the first twenty-six (26) weeks of disability; and, thereafter, the difference between eighty percent (80%) of her base pay and the weekly compensation.

In the event the Company becomes liable for the payment of compensation under said Compensation Act retroactively for the first seven (7) days of such disability, no further payment for said first seven (7) days shall be due the employee, but the Company shall credit against Sick Leave payments the amount of such retroactive liability for compensation payment for the first seven (7) days.

6. Wage allowance herein for: (1) absences due to occupational injury occurring in the course of employment with the Company and (2) absences due to personal illness or injury shall be computed separately and neither one of the two shall be charged against the allowance herein for the other.

7. If the Company contests the fact that an injury did in fact occur on the job, and the employee is refused the provisions set forth in this Article for an on-the-job injury, she shall be granted sick leave without prejudice or precedent pending the outcome of any Workers' Compensation case.

Any and all medical expenses incurred by the injured shall be paid by the Company on the same basis as provided by the Group Medical Plan. In the event said Compensation Case is declared in favor of the Company, said expense will then be payable by the Group Insurance carrier. It is the intent of this paragraph to provide medical services in advance of a determination of a disputed Worker's Compensation case and it is not intended that a double medical expense liability be created for the Company.

Medical services shall be by a designated Company doctor. In the event the employee then chooses to go to her personal doctor who disagrees with the Company doctor, the employee's doctor shall confer with the Company doctor with her diagnosis. If the Company doctor should disagree with the employee's doctor, the Chief Company Doctor shall obtain an opinion from a third doctor, whose opinion will be accepted as final. The third doctor shall not be another Company doctor.

8. Holidays observed by the Company that occur when an employee is receiving Sick Leave benefits shall include Work Dispatcher or night bonus if the employee has earned the bonus in at least One Thousand Forty (1,040) hours of the twelve (12) month period preceding the holiday, and will not be charged against the eligibility period listed in Section 2 of this Article.

9. Payments shall be made biweekly, and payments for fractions of a week shall be appropriately adjusted.

10. Successive disabilities shall be deemed one continuous disability if due to the same cause and separated by fourteen (14) days or less.

11. Benefits shall be paid upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant on the form attached as Exhibit 2, to the effect that the employee is unable to perform her regular job due to personal illness or injury sustained off the job. Additional statements from the employee's physician may be requested by the Company from time to time during periods of prolonged illness.

The Administrator of the Sick Leave Program may request, not as a routine matter but only when he has reasonable cause to question the basis of an employee's claim for sick leave benefits, that such employee who has filed a claim for sick leave benefits authorize release (by the form attached as Exhibit 3) to the Chief Company Doctor of medical information relating to and necessary to process that employee's claim for such benefits. The Company shall reimburse the employee for the cost of obtaining the records, should there be any, when the sick leave claim is substantiated. No benefits shall be paid on that claim unless and until the medical information necessary to support and substantiate the employee's claim is received by the Chief Company Doctor. After receipt of such medical information, the Chief Company Doctor, if he deems it necessary and upon reasonable advance notice to the claimant, shall have the right to order an examination of the claimant prior to payment by the Company of any sick leave benefits. Any examination ordered shall be by a Company Doctor chosen by the employee from a list provided by the Company, at Company expense. In the event the Company Doctor and the employee's personal Doctor do not agree the local medical society shall name a doctor to examine the employee at Company expense. The report of such doctor shall be final.

12. The employee shall notify her Supervisor of such personal illness or injury as soon as possible. A complete report shall be furnished on the form provided at the earliest possible date following the occurrence of the disability.

13. A. Benefits will not be paid to an employee for an accident arising out of or in the course of any employment for wages or profit not with the Company.

B. Sick leave benefits will be paid to an employee otherwise eligible therefore under this Article XIV if the employee is confined for treatment of alcoholism or a chemical dependence in a hospital or other recognized treatment facility. Sick leave benefits under this paragraph B shall be payable only for one occasion of such treatment and for no more than four (4) weeks, or such lesser period of benefits for which the employee may be eligible under Sections 2 and 3 of this Article. The Company will provide one unpaid leave of absence, if required, for a subsequent treatment session. Further assistance or treatment requirements will be examined by the Company on a case-by-case basis.

14. Examination of the employee by a Company doctor at Company expense and determination of her physical ability to return to work after being off due to illness or injury shall be confined to the sickness or injury that caused the loss of time, but the employee shall return to work only if able to perform the work assigned to her and do so with safety to herself and her fellow workers.

A. If the Company doctor should disagree with the employee's doctor regarding the employee's ability to return to work, the Chief Company Doctor shall obtain an opinion from a third doctor whose opinion will be accepted as final. The third doctor shall not be another Company doctor.

B. Any unrelated conditions revealed by the examination shall be reported to the Company by its doctor together with recommendations as to the procedures and/or treatments necessary to correct, minimize or improve such conditions and such shall be immediately transmitted to the employee for her information and guidance, but such shall not be a factor in determining whether or not the employee shall return to work if the employee's ability to properly perform the work assigned to her with safety to herself and her fellow workers is not affected.

15. For consideration of sick leave approval, sick leave forms shall be received by the Company Payroll & Leave Coordinator as soon as possible, however, no later than 30 days from the first day of absence.

The Company may, in limited circumstances, make exceptions to the 30 day deadline.

The Local Unions reserve the right to file grievances whenever it feels that any member has been or is being harmed.

16.

RESOLUTION OF GRIEVANCE NUMBERS
1586, 1629 and 1630

- A. Employees who, at the time of their lay off with recall, are receiving sick leave benefits shall continue to receive those benefits for as long as they remain disabled and unable to perform any work. The period of eligibility shall be provided for under the terms of Article XIV. Sick leave status will in no way prevent or delay layoff under Article VI.
- B. In accordance with Article XIV, Section 9 all claims for sick leave benefits must be documented. Due to the inability of the Company to otherwise monitor the status of such disabilities, laid off employees receiving sick leave benefits shall provide additional Doctor's Certificates from time to time as warranted by the nature of the disability for the duration of their illness or injury.
- C. Employees who become disabled and unable to perform due to personal illness or injury sustained off the job after the date of their layoff shall not be eligible for sick leave benefits under Article XIV.
- D. The foregoing provisions shall not apply to disabilities resulting from self-inflicted illnesses or injuries caused to generate sick leave benefits prior to layoff.
- E. Employees receiving sick leave benefits under this procedure will not be eligible for Unemployment Compensation Benefits.

Dated February 3, 1989

ARTICLE XV

Bulletin Boards

1. The Company agrees to provide space for and furnish separate bulletin boards for posting of notices of the Union addressed to its members or employees in the bargaining unit. Such bulletin boards shall be maintained at each of the principal places of business of the Company at which large groups of employees are required to report. At outside offices where there are three (3) or more employees whose classifications are in this bargaining unit, a board shall be provided. Where feasible to do so, one double size board may be provided to serve two local unions. The Union shall not be entitled to post notices on any bulletin board maintained by the Company other than those specifically provided herein.

ARTICLE XVI
Travel Time and Transportation

1. Travel from the headquarters to the job and from the job to the headquarters shall be counted as work performed. All employees shall commence and finish their day's work at the designated headquarters. Consuming excess time, lingering or loitering in travel to and from the job shall be cause for discipline or deduction of time.
2. Travel time from the employee's home to headquarters will not be paid for when an employee is notified before her regular quitting time to report the following day or days in advance of her usual starting time to lengthen the work day, except as provided by Section 7, Article XI hereof.
3. Travel time from the employee's home to headquarters will not be paid when an employee is requested before quitting time on her last previous day of work to work on either or both of her days off.
4. When employees are required by the Company to operate their personal cars for any reason during periods when they are receiving their regular rate of pay either on straight or premium time, such employees shall be reimbursed for such operation at the maximum applicable government allowance per mile. Effective June 1, 1995, employees will be required to operate their personal vehicles.
5. Travel time from regularly designated headquarters and return shall be paid to an employee who is requested by the Company to report to another location, if such travel is outside the employee's regularly scheduled hours of work.
6. When employees other than those whose headquarters are in the LaPorte District are sent to the Training Center at LaPorte for schooling, local management shall dictate the mode of transportation to be used and shall reimburse the employee on the basis of the mode of transportation designated and used. When employees are required by the Company to operate their personal cars, they will be allowed the maximum applicable government allowance per mile. If public transportation is designated, the established fare will be allowed in each individual case. Effective June 1, 1995, employees will be required to operate their personal vehicles.

7. When employees other than those whose headquarters are in the LaPorte District are sent to the Training center at LaPorte for schooling, they shall receive a pay allowance at their regular rate of pay for travel to and from the school according to the following schedule when such travel is during regular working hours; otherwise the schedule below shall be converted to premium:

- A. L.N.G. Plant, Michigan City, Michigan City Generating Station -- 1/2 hour each way.
- B. Bailly Generating Station, and Valparaiso -- 3/4 hour each way.
- C. Construction-Aetna complex, Gary, Plymouth, R. M. Schahfer Generating Station, and South Bend -- 1 hour each way.
- D. Southlake Complex, Hammond, and Crown Point -- 1 1/4 hours each way.
- E. Goshen, and Monticello -- 1 1/2 hours each way.
- F. Peru -- 2 hours each way.
- G. Kokomo -- 2 1/4 hours each way
- H. Angola, Auburn, and Fort Wayne -- 2-1/2 hours each way.
- I. Sugar Creek Generating Station -- 3 hours each way.

8. In the event the training period starts after lunch one day and ends at lunch of a subsequent day, travel one way on the above schedules shall apply on the first and last day of the training period, except that employees who are housed at Company expense according to Section 9 of this Article shall not be entitled to any travel time on the above schedules. All employees will attend such schools without loss of base pay.

9. The Company reserves the right to house at Company expense employees in categories B to G inclusive of Section 7 of this Article in La Porte during the school period, in which event the employee will receive travel time allowance at the beginning and end of the school period unless otherwise provided by Section 8 of this Article. Such employees will be paid an expense allowance of forty one dollars ninety nine cents (\$41.99) for each full day of housing or thirteen dollars fifty five cents (\$13.55) for each two-third (2/3) and fourteen dollars and eighty-nine cents (\$14.89) for the last one-third (1/3) of a day of such housing, which sum shall be in addition to the cost of housing and the travel allowance specified in Section 7 of this Article, and shall cover local transportation, meals and all other expenses. Those traveling to and from their homes each day from any of the locations in the categories in Section 7 of this Article shall be paid expenses for one-third (1/3) of a day.

Employees in the La Porte District will receive one-third (1/3) day allowance of fourteen dollars and eighty-nine cents (\$14.89) while attending school at the Training Center.

10. When employees are required to travel outside of the Company's service territory, the Company will provide their housing and pay reasonable actual travel expenses to and from the airport. In addition, employees shall be paid the maximum IRS allowable per diem rate for the region in which she is travelling to cover all meal and miscellaneous expenses while outside the service territory. If employees travel to or from an assignment on Saturday or Sunday, they will receive \$85.00 per day compensation for such travel time. Travel during the week will be on Company time.

ARTICLE XVII

General Working Conditions

1. Supervisors shall not normally perform the work covered by the Job Descriptions of this bargaining unit except for purposes of training an employee or checking the work.

2. Two (2) fifteen (15) minute rest periods each day worked shall be granted with pay to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period and the second shall be taken after the normal lunch period, at such times as to minimize the effect on the work. Tardiness in returning from the rest period shall result in adjustment according to Article XI, Section 13.

Two (2) fifteen (15) minute rest periods and one (1) 30 minute rest period for 12-hour workers shall be granted with pay to each employee working the 12-hour shift. Each rest period is to be taken separately.

Part-time employees who work six (6) or more hours in one (1) day shall receive two (2) breaks – one (1) break in the first half of the day, and the other in the second half of the day. Part-time employees who work less than six (6) hours will receive one (1) break.

Breaks on overtime will be administered the same for both full-time and part-time employees.

3. When an employee is absent from work while performing compulsory jury service, or is appearing as a witness to a coroner's jury or inquest as a result of a subpoena served because the employee witnessed the accident during working hours, such absence will be granted without loss of base pay at the regular hourly rate.

Any employees who are scheduled to work the evening and night shifts on days they are also scheduled to perform court service according to this Section may be absent from work during their regular scheduled shift for that day and will be granted base pay at their regular hourly rate plus the applicable shift premium.

A regular full-time employee who is subpoenaed to appear as a witness in a case in which they are not a party shall be excused to be in attendance and will be paid one half (1/2) their regular base rate.

Payments in connection with this Section will be made only if the employee presents evidence to her supervisor indicating that she has been called for the court service as indicated in her request to be absent from work.

4. Time off without loss of base pay in connection with the funeral of those relatives named below shall be granted full-time employees having at least six (6) months of seniority, with such time off being allowed between the time of death to and including the day following the funeral, as follows. If notice of the death is received by the employee while at work, the time for the day will be considered as an excused absence with pay and will not be counted as funeral leave.

- A. A maximum of five (5) regularly scheduled workdays following the death of the employee's spouse including same-sex domestic partner, child or stepchild (includes the child of a same-sex domestic partner).
- B. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, brother, sister, half-brother, half-sister, foster child or foster parent.
- C. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother, step-sister, son-in-law or daughter-in-law.
- D. When an employee is on vacation and the death of any of the above relatives occurs whereas provisions for base wages are otherwise made under this Article, the employee may extend her vacation period to include the number of days allotted.
- E. If the day following the funeral falls on Saturday or Sunday, then the Monday following the funeral will be allowed off.
- F. If the day following the funeral falls on a scheduled day off, the next scheduled work day will be allowed off.

G. Part-time Funeral Leave

Time off for part-time employees in connection with the funeral of those relatives named below, if properly documented and reported to the employee's supervisor, will be considered excused.

1. A maximum of five (5) regularly scheduled workdays following the death of the employee's spouse including same sex domestic partner, child or stepchild (includes the child of a same sex domestic partner).
2. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, brother, sister, half-brother, half-sister, foster child or foster parent.
3. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother, step-sister, son-in-law or daughter-in-law.

Part-time employees shall not receive their base pay during time off in connection with the funeral of a relative.

5. During the term of this Agreement, the Company will pay:
 - (i) base wages for employees designated by the Union while serving as authorized members of a Union Negotiating Committee in general negotiations;
 - (ii) base wages for employees designated by the Union while attending the three (3) safety meetings referred to in Article XVIII, Section 4;
 - (iii) base wages for employees designated by the Union while attending the Company-Union Civil Rights committee quarterly meetings referred to in Article XVII, Section 10;

- (iv) base wages for employees designated by the Union while attending meetings of the joint Company-Union Committee on Alcoholism and Drug Abuse referred to in Article XVIII, Section 9;
- (v) base wages for employees designated by the Union while performing authorized Company-Union business. The Union is to notify the Manager of Labor Relations of the Union representative(s) hours to be charged;
- (vi) base wages for employees designated by the Union while attending meetings of the Company-Union Committee on Automation and Technological Change referred to in Article XVIII, Section 10;

until the aggregate of such payments total, but does not exceed, a pro-rated amount of six thousand eight hundred seventy-five (6,875) hours for the term of the contract. Charges exceeding this total will not be paid by the Company but the annual earnings, for pension purposes, of employees serving as authorized members of a Union Negotiating Committee in 2019 shall not be reduced due to the fact that such employees serve after the pro-rated amount of six thousand eight hundred seventy-five (6,875) hours has been charged off. The foregoing hours are for the term of this Agreement, June 1, 2019 through March 31, 2022. Any unused hours from the 2014 Agreement will be carried over to the 2019 Agreement. Such unused hours must be charged before June 1, 2021.

In the event the maximum hours for the term of the contract have been charged off, the Company will continue to pay a maximum of three (3) authorized members of the Union Negotiating Committee for any regular scheduled hours those members spend in Company-Union Negotiation meetings.

6. A leave of absence not exceeding thirty (30) days for any valid reason other than sickness or injury shall be granted an employee having six (6) months or more of seniority in this bargaining unit, provided application is made at least seven (7) days prior to the start of such leave. Leaves in excess of thirty (30) days other than those granted when sick leave expires or for military service shall be submitted through the Union and shall be subject to approval of the Company.

7. Leaves of absence for disability due to sickness or injury, including disability due to pregnancy and childbirth or related medical conditions, for any period beyond the period for which sick leave benefits are payable under

Sections 2, 3 and 4 of Article XIV, will be granted only on the basis of a valid statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant that the employee continues to be temporarily disabled and unable to return to work. If the leave of absence exceeds one (1) month, the Company shall have the right to request periodically a doctor's statement certifying that the employee continues to be temporarily disabled and unable to return to work. Any dispute regarding the employee's continued disability or inability to return to work shall be resolved pursuant to the provisions of Section 14 of Article XIV. Upon return to work, the employee shall have the right to resume the regular classification she held at the time the leave was granted. Failure to return from such leave shall constitute termination of service by resignation as of the last day of active employment.

An employee who has completed their probationary period but who does not have six (6) months of seniority may request a leave of absence not to exceed seven (7) calendar days if the employee becomes disabled as a result of an illness or injury and substantiates such disability on the appropriate doctor's certification form.

The employee granted such physical leave of absence will not be entitled to an additional leave of absence or any sick leave benefits until such time that the employee returns unrestricted to active full-time employment.

8. A leave of absence for the purpose of adopting a child will be granted an employee who has attained at least six (6) months seniority in this bargaining unit. The duration of the leave, not to exceed six (6) months, for adoption will be determined by the requirements set by the agency through which the adoption is being handled.

The employee shall meet the following requirements:

- A. Notify the Company in writing at least seven (7) days prior to the start of the leave of absence.
- B. Provide documentation concerning the requirements of the adoption agency and forward to the Manager of Labor Relations.

- C. Agree to Company verification of the agency's requirements for the pending adoption through the Labor Relations Department.

Employees who are placed on adoption leave of absence shall be eligible to continue their medical and life insurance coverage for the duration of the leave. The employee shall pay the full premium for such coverage.

- 9. The Company and the Union recognize that good customer relations are vital to the successful operation of the Company. This is particularly true since the Company is a public utility which receives its "right to serve" from the people.

The Company supervision at all levels, including exempt employees, and employees in the clerical bargaining unit, realize that politeness, courtesy, tact, attitude toward and conduct with customers--either in person or by telephone--can materially affect the good will of the Company.

Company supervision shall recognize their responsibility to instruct, advise, and guide employees in these essentials when dealing with customers, and supervision shall be available at all times to assist employees in unusual and trying situations.

The Union recognizes that employee personalities vary and that employees holding jobs requiring customer contact must have the personality qualifications needed to perform the job.

- 10. All disputes and controversies arising under or in connection with the terms or provisions hereof that pertain to civil rights, shall be subject to the civil rights procedure hereinafter set forth:

A joint Company-Union Civil Rights Committee shall be established to discuss civil rights matters that have been processed through the Local Union Screening Committee.

The Local Union representatives will include the President, Chairman of the Grievance Committee, and two (2) representatives from the Local Union Civil Rights Committee.

This committee should be composed of members of both Local Union 12775 and Local Union 13796.

The Company representatives will include the Company's Affirmative Action Representative and three (3) other Company members.

This committee will meet quarterly throughout the calendar year at a mutually agreed-upon location.

Prior to such meeting, the Company and the Union will submit to the other an agenda of the items to be discussed, if available.

Minutes of the meetings will be prepared jointly by the Union and the Company prior to submission to the Union International Civil Rights Department.

11. The practices with respect to outside work in inclement weather shall continue as in the past.

12. Wherever the words "she" or "her" are used in this Agreement, such shall be interpreted to reflect male or female employees.

13. The Company shall prepare and post on the Union bulletin boards a seniority list by departments as of December 15 and June 15 of each year. If an employee has different seniority dates for bidding, bumping and vacations than she has for Company seniority, all the dates shall be listed. The list shall remain posted until new postings are made. Such lists shall be posted not later than January 2, and July 1.

14. The Company shall furnish to the office of the United Steelworkers and the office of the Financial Secretary computer print-out lists that are available that will provide a list of the home addresses, social security numbers, seniority dates, job classifications and ages of all employees in the bargaining unit as of January 1 of each year.

15. At the close of each month the Company shall prepare and post on Union bulletin boards, on a local basis in the districts and departments, a list showing permanent changes in classification of employees whose classifications are contained in this Agreement which do not occur through the bidding procedure prescribed in Section 13 of Article VI and temporary changes in effect for more than three (3) weeks which are not occasioned by the vacation, sick leave, compensable absence or leave of absence of employees whose classifications are contained in this Agreement.

16. The Company and Union have mutually agreed to a program for payroll deductions for the purchase of individual retirement account certificates.

17. The Company will provide mailing labels to the Local Union office on a quarterly basis for all clerical employees. These labels will only be used for the dissemination of information for general union use.

18. The Company shall make an earnest effort to provide officespace for the sole and private use of Local 13796 in one of the Company-owned buildings.

19. Participation in the negotiated 401K Program, shall be subject to all applicable legal, administrative and eligibility requirements governing the 401K Program which may be in effect from time to time.

20. New hires 01/01/2015 and after, will be automatically enrolled into the 401K plan at six (6) percent pre-tax contribution if they do not actively enroll or decline within thirty (30) days of hire. Age appropriate target date funds will be the default election. They can elect out of auto-enrollment by changing contribution percentage to 0%, or calling Plan Administrator to opt out of plan participation.

21. The Company agrees to notify the Union when tests are being developed for classifications where no qualifying examinations now exist. The Company will not implement any tests before the Union has reviewed such tests. The Union agrees to complete their review within 45 days of notification.

ARTICLE XVIII

Health and Safety

1. The Company shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees. The immediate Supervisor shall be responsible for seeing to it that rules and practices are observed and that such protective devices and equipment as are provided are used.

Employees whose duties include carrying of Company funds outside of Company premises shall not be held liable for the loss thereof unless the loss occurs because of the fault or negligence of the employee. Such employees shall be provided with a commercial security escort in those locations where one is available.

The Company will reimburse employees up to sixty-five dollars (\$65.00) for the cost of acquiring anti-reflective coating on prescription glasses, upon presentation of a receipt. However, this shall apply no more than once every twelve (12) months.

2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety, and shall observe the rules and practices applicable to the work.

3. The Company shall furnish a report of the findings of a lost time or automotive accident to the employee and with her consent will send a copy to the Local Union office. In Board of Review hearings in connection with lost time accidents, the local Grievance Committee person may represent the employee in lieu of the Steward as provided in Article V, Section 2.

4. A Representative or Representatives of the Health and Safety Section of the Safety and Training Department and the Local Union Safety Committee shall meet three (3) times a year on mutually agreed to dates to discuss health and safety issues. One of the meetings shall be a joint meeting with representatives from both Local Union 13796 and Local Union 12775 Health and Safety Committees.

Prior to each scheduled meeting, to provide sufficient time for review, the Company and the Union each will submit an agenda to the other of the items to be discussed.

5. Before revisions, additions or deletions are made to the Safety Manual, a committee of three (3) bargaining unit employees designated by the Union shall meet with a committee of three (3) supervisory employees designated by the Company to discuss such revisions, additions or deletions.

Prior to such meeting the Company and the Union will submit to the other an agenda of the items to be discussed.

Following such meeting, a written report shall be prepared by each committee and submitted to the Director of Employee and Facility Services and to the President of the Local Union. Each report should include specific objections to any of the items discussed. The Director of Employee and Facility Services will submit these reports to the Company Central Safety Committee.

The Union will be given an opportunity to discuss their objections to any suggested changes with the Central Safety Committee before their final decision is made regarding revisions, additions or deletions to the Safety Manual.

The Company will offer reasonable explanations in writing to any objections the Union might have pertaining to any revisions or changes in the Safety Manual. The Company will adopt all applicable safety rules of the State and Federal governments and Workers' Compensation Laws.

6. The Group Life, Medical, Dental, Orthodontia and Vision Insurance Plans and the Pension Plan were negotiated as to terms and premiums and published under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein for the life of the agreement.

Full-time, part-time and temporary employees are eligible to be covered by the USW negotiated PPO health plan at date of hire. Part-time and temporary employees will qualify for the same Vision and Dental plans as offered to full-time employees, however, the employer subsidy will be 70% for Dental Option, Dental Subsidy for Dental Plus, and 70% for Vision.

- A. The laid-off employee's medical and life insurance coverage will remain in effect the remainder of the calendar month in which the lay-off occurs and the following calendar month.

- B. A deduction from payroll will be made if the employee works one day in the work period in which there is a scheduled payroll deduction for insurance premium payment.
- C. The Company will pay the full cost of any remaining unpaid premiums for the coverage period as outlined above.

Should the laid-off employee be re-employed, either in a regular job or as a member of the Temporary Manpower Pool during the time frames outlined above, the provisions in paragraph C would not apply. Medical and life insurance coverages would remain in effect as if she were an active employee and appropriate payroll deductions would be made to recover that portion of the premium payments normally made by the employee.

Subsequent to the coverages provided in paragraph A, the laid-off employee has the option of being covered under provisions of the group plan for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee. These premium payments must be made to the Company in advance. Medical and life insurance premium payments must be made and in the possession of the Employee Benefits Department by the last working day of the month prior to the month of coverage. Otherwise, termination will occur on the first of the month and the normal ninety (90) day waiting period provisions would apply concerning the re-establishment of insurance coverages. An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

Subsequent to the expiration of the covered time periods outlined above, the laid-off participant may apply to the insurance carrier for coverage under the Conversion Privilege of the policy.

Bargaining unit employees who are placed on lay-off status by the Company shall be eligible to continue their comprehensive medical insurance coverage for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee.

An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

- D. Effective June 1, 2004, if an employee is approved for Social Security Disability, then pension disability will also be approved. This will not be considered retroactive, and will be approved as of the Social Security approval date and not the effective date of the Disability.

7. An employee whose Sick Leave benefits have expired according to Article XIV, Sections 2 and 3 and who is unable to return to work and thereby placed on a leave of absence, shall be eligible to continue her Comprehensive Medical, Life Insurance, Dental, Orthodontia and Vision coverage under the following conditions:

- A. An employee with less than ten (10) years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees.
- B. An employee with ten (10) or more years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees, and if the same leave of absence due to illness is extended beyond one (1) year, the employee will be eligible for the coverage for the duration of the illness or for two (2) additional years, whichever comes first, and the Company will pay the entire premium during the second and third years.

8. An employee injured on the job who is unable to return to work and who is eligible to receive a disability pension and disability Social Security, but which disability pension and disability Social Security do not equal 75% of her base wages, shall receive a supplemental pension from the Company so that the total amount received from disability pension, disability Social Security and the Supplemental Pension payment shall equal 75% of the employee's base wages. The Company will pay the difference, if any, between the sum of the employee's disability pension and the employee's disability Social Security, and 75% of her base wages on a monthly basis until the employee reaches the age of 65 or until the employee may resume gainful employment, whichever is sooner.

- A. Base wages as used herein means base wages at time of injury.
- B. Disability pension and disability Social Security means disability Social Security and disability pension payments received by the employee. The primary disability Social Security benefits at the time the employee goes on disability pension are frozen, and any further increase in her disability Social Security benefits are not deducted from the 75% of the employee's base wages at the time of her injury.
- C. No payments shall be due under this paragraph until the benefits under Article XIV, Section 5 are terminated.

9. The Company will continue to maintain an Employee Assistance Program.

10. The Company and the Union have agreed to establish a committee to formulate recommendations on health and safety standards and to address other matters pertaining to automation and technological change in the work place. The representatives of this committee will include three (3) regular members from the Company and three (3) regular members from Local Union 13796. This committee will become effective June 1, 1984.

11. A joint committee shall be formed consisting of four (4) persons, half of whom shall be members of Local Union 13796. A United Steelworkers Staff Representative and the appropriate Company representative(s) shall assist the Committee on an as needed basis. Ad hoc Committee members may be added as determined by the topics under discussion. The Committee shall meet at such times as are mutually agreed to by all members. The cost of the bargaining unit employees' lost time (as established by past practice) and reasonable mileage for serving on this Committee shall be borne by the Company.

The purpose of the Committee shall be study, review and provide input into any proposed technological change of a substantive nature which could have a material impact on the clerical bargaining unit. The Committee shall discuss any problems and make recommendations with respect to the best utilization of employee resources, technology and transition; while attempting to minimize confusion of any such changes.

This section and/or any recommendations made by the Committee will not in any way alter the terms of the labor agreement effective June 1, 1984, and all subsequent labor agreements.

12. When an employee is injured on the job, the Company shall, as soon as possible, arrange to have the employee transferred to a Company authorized medical facility when necessary.

The Company will notify the Local Union Safety Committee Chairman within twenty-four (24) hours if the employee is to be treated as an in-patient in a hospital. The Company shall send to the Union Office with the employee's consent and within five (5) days of incident, copies of Accident to Employee and copies of all Safety Reporting Forms.

13. Effective January 1, 2015, employees will be eligible for one paid scheduled work day as a "Wellness Day" to cover preventive medical tests and procedures. Such day is intended to be utilized for purposes of a preventative or wellness visit and documentation from the health care provider will be required to substantiate the visit upon the employee's return to work.

Temporary Workforce Employees who are on assignment expected to last longer than a year will be eligible for a "Wellness Day" upon attaining six (6) months employment with the Company and shall be taken in accordance with the provisions of the CBA.

14. All pre-65 employees who retire on or after January 1, 2017, will have the Defined Dollar Subsidy for retirement healthcare, according to the following formulas:

15. Effective January 1, 2017, the retiree subsidy is \$190 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$135 per year of service. There is a combined subsidy of \$325 (\$190 + \$135) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$190).

16. Effective January 1, 2019, the retiree subsidy is \$225 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$170 per year of service. There is a combined subsidy of \$395 (\$225 + \$170) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$225).

-
17. Employees retiring on or after January 1, 2015, but before January 1, 2017, will be able to voluntarily choose the Defined Dollar Subsidy; however that choice will be irrevocable.
 18. Employees retiring during the years 2015, 2016, 2017, and 2018 who elect the Defined Dollar subsidy and are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,500 made to their HSA (subject to IRS limits on maximum annual contributions).
 19. Employees retiring in 2019 who are eligible to contribute to a Health Savings Account (HSA) will have a one-time Company contribution of \$1,200 made to their HSA (subject to IRS limits on maximum annual contributions).
 20. All employees retiring after January 1, 2017 will have the Defined Dollar Subsidy for post-65 retirement healthcare, according to the following formulas:

The retiree subsidy is \$65 per year of service. The subsidy applies to the You Only and You + Children coverage categories. The spouse subsidy is \$45 per year of service. There is a combined subsidy of \$110 (\$65 + \$45) for the You + Spouse and Family coverage categories. The survivor of a retiree will receive the retiree subsidy (\$65).
 21. The obligation to bargain Defined Dollar subsidy rates survives the expiration of this Collective Bargaining Agreement.

ARTICLE XIX

Effectiveness

1. This Agreement shall be effective as of June 1, 2019, and shall continue in full force and effect until and including March 31, 2022, unless terminated on March 31, 2022, by either party giving to the other at least sixty (60) days prior written notice if its desire to terminate.
2. If either party desires to amend this Agreement it shall give written notice of its desire to so amend, at least sixty (60) days prior to March 31, 2022 and thereafter the parties shall confer with respect thereto. Such notice of desired amendments or conferences with respect thereto shall not affect the operation or termination date of this Agreement.
3. Any notice hereunder shall be given by certified mail, postage prepaid, addressed as hereinafter provided, and shall be deemed to have been served on the date it is so mailed, and the date of mailing shall be counted in the sixty (60) day notice period. If given by the Company, such notice shall be addressed to the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, on behalf of Local Union 12775 and 13796, 548 N. Oak Drive, Plymouth, Indiana 46563 and if given by the Union such notice shall be addressed to Northern Indiana Public Service Company, 801 East 86th Avenue, Merrillville, Indiana 46410. Either party by similar written notice may change the address to which such certified mail notice shall be sent.
4. THIS AGREEMENT shall be binding upon the parties hereto and their respective successors and assigns.
5. IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by their respective duly authorized officers the day and year first above written.

**ARTICLE XX
NIGHT AND SUNDAY BONUSES**

1. An employee shall receive a night bonus of seventy-five cents (75¢) per hour in addition to her regular hourly rate of pay for each of her scheduled hours of work for the day when not less than fifty percent (50%) of said scheduled working hours are after 5 p.m. and before 12 midnight.
2. An employee shall receive a night bonus of eighty-eight cents (88¢) per hour in addition to her regular hourly rate of pay for each of her scheduled hours of work for the day when not less than fifty percent (50%) of said scheduled working hours are after 12 midnight and before 7 a.m.
3. In no case shall any night bonus be paid for hours worked which, for any reason, are compensated at overtime, except for the overtime hours worked by employees whose regular work schedule is subject to the payment of night bonus in accordance with the provisions in the two immediately preceding Sections.
4. Employees notified or called out to work on their scheduled days off between stated schedules of work shall have night bonus paid in connection with such overtime worked if such night bonus was applicable to the stated schedule of work just completed.
5. If an employee's regular schedule includes calendar Sundays, they shall receive seventy-five cents (75¢) per hour Sunday bonus for all regularly scheduled hours worked on such calendar Sundays.
6. All bonuses contained in this Article will increase annually indexed to the annual wage increase each January 1, beginning 2010.

ARTICLE XXI TEMPORARY WORK FORCE

This Article outlines procedures and employment conditions concerning the identification and utilization of a temporary work force within the clerical bargaining unit.

1. It is the intent of this work force to meet the Company's operational needs by supplementing, not to replace, the regular and part-time clerical employee complement.
2. Employees hired into this segment of the work force do not, based on the number of hours worked, become regular employees.
3. Employees in the temporary work force may be utilized in bargaining unit positions to fill work load needs for such applications as sick leave, leave of absence, personal days off, Union business, jury duty, death in the family, training and/or schools and vacations.
4. When management deems it necessary to utilize employees of the temporary work force several criteria will be utilized in that selection:
 - A. It is recognized that personnel in the temporary work force represents a variety of qualifications, skills, abilities and availability, through experience and training within the Company's operations.
 - B. At the location and department where the employee is needed, all available, trained and qualified, regular employees in lower applicable classifications or lines of progression will be upgraded. The temporary work force employee may then fill any unfilled positions.
 - C. Selection of a temporary work force employee will be made on the basis of the qualifications, skills and availability to perform the assignment.

While it remains essential that temporary work force employee selections be made on qualifications, skills and availability, it is understood by the Company and Union that assignments be offered on a fair and equitable basis to the extent possible and

to assure that employees maintain competency and familiarity of work duties.

To assure compliance with this procedure, the Company will submit a monthly report showing the name of the temporary work force employee, hours worked and location and job number she is filling in on. This process will provide both the Company and Union a method of monitoring the activity of the temporary work force and addressing areas of concern and possible abuse.

5. The utilization of temporary employees within a department/location shall be compiled beginning with the entry of the first temporary employee to that department/location. Any department/location using temporary employees for twelve (12) consecutive months or more and the compiled hours for the entire department/location total more than twenty-five percent (25%) of the hours of a full-time employee during a preceding twelve (12) month period shall result in the immediate posting of a regular bid. Departments/locations of three (3) or less people are exempt from this paragraph. Company shall provide an itemized report to the Union indicating the need for temporary employees in lieu of the placement of regular employees. Failure to substantiate such need would result in the immediate posting of a regular bid.

- A. It is recognized that special projects are a necessary part of the Company's operations. In the event it is necessary to use temporary work force personnel for such a project, the Local Union President shall be briefed as to the type of project, number of personnel needed and estimated duration. In any event, the above paragraph shall apply.
- B. The assignment of a temporary work force employee who fills in for a known long-term absence, will not be removed from the assignment for the purpose of controlling the number of accumulated hours. This provision will not apply if the originating absence, which was assumed to be short-term, should become a long-term absence and the unavailability of the employee filling the position necessitates an employee change. In any event the limitations contained in the first paragraph will not apply.

C. Temporary work force employees utilized in the advancement program shall not perform customer contact work or billing.

6. Should the Company work temporary work force employees in excess of the above controlling provisions, resulting in the posting of a regular bid, the Company would be obligated to reimburse the employee low on the overtime standing in the classification where the temporary work force employee was working, the amount of the excess hours involved.

7. A temporary employee having one (1) year of temporary service since January 1, 1984, and who has accumulated 1,500 hours of service annually, shall be granted that portion of a forty (40) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the previous year to 2,080.

8. The number of temporary work force personnel being used or employed by the Company shall not exceed five percent (5%) of the total clerical work force (determined by the total number of part-time and full-time employees on the payroll the previous month).

9. A temporary employee will receive holiday pay if a holiday should fall on a scheduled workday during their prescheduled assignment.

10. Part-time and temporary employees will participate in the same PPO plan design and costing as full-time employees. Temporary and part-time clerical employees who are covered under our Group Medical Insurance Plan, at the time they secure a regular full-time position, shall be immediately covered under the provisions of the Group Medical Insurance Plan for regular full-time position without the need to satisfy the waiting period for eligibility.

Temporary and part-time clerical employees are eligible for coverage under our Group Medical Insurance Plan upon their hire date.

Part-time and temporary employees will qualify for the same Vision and Dental plans as offered to full-time employees, however, the employer subsidy will be 70% for Dental Option, Dental Subsidy for Dental Plus, and 70% for Vision.

11. The temporary work force employee who has the qualifications, skills and is available may relieve in a part-time position only after the work has been offered to part-time employees who are available in the department, plant or district.

12. The seniority date of a temporary employee will be established by accumulating the number of straight time hours worked by such employee from January 1, 1984, to and including the closing date of the vacancy and converting that number of hours into eight (8) hour days. The seniority date for purposes of this bid only will then be established by counting back that number of days (Saturdays, Sundays, and Holidays excluded) from the closing date of the vacancy. Once obtaining a part-time or full-time job, a former TWF employee's seniority date will be her original date of hire if there was no break in her service for longer than 4 weeks.

13. The temporary employees may use their seniority within the pool when a part-time position is available (After consideration in Article VI, Section 18) provided that they can qualify for the position vacated.

14. A Temporary Work Force employee who bids to a regular full-time job and who is forced out of her job during her probationary period through no fault of her own will return to the Temporary Work Force pool.

The employee who returns to the Temporary Work Force pool as outlined above shall receive full credit for the previous temporary hours she had accumulated as of the date she transferred to the regular full-time job.

The employee who returns to the Temporary Work Force pool as outlined above shall be credited with hours worked during her regular full-time probationary period to her previous temporary hours to establish hours to be used for bidding and vacation purposes only.

The Company shall provide to the Union a list of employees who were required to return to the temporary pool through no fault of their own since June 1, 1984. These employees shall receive credit for the hours as defined above.

15. The Company agrees to assure the rate of pay applicable to the Temporary Clerk (F) will remain at a differential of seventy-five cents (75¢) below the entering step of pay grade (1) designated in Schedule A. The wages in Schedule A will be adjusted to reflect this understanding.

16. Temporary employees who have accumulated one thousand forty (1,040) work hours (as calculated in Section 12 of this Article) shall have the right to bid on full-time job openings and be considered before the Company offers the vacancy to a new hire from the street and after all regular full-time or part-time employees have had the option to bid on these positions. The senior qualified temporary employee within the pool shall be considered the successful bidder. This excludes those temporary employees within the pool who are covered under Company Policy No. 51 dated March 1, 1982, who are not eligible to become regular employees. This section is limited to employees in this bargaining unit.

ARTICLE XXII
Customer Service Representative Advancement Program

1. The provisions contained in this Article establish an Advancement Program for the job classification of Customer Service Representative. The classification of Customer Service Representative replaces the former Customer Accounts Clerks classification and is applicable to employees working as a Customer Service Representative at any location.
2. Entry to the Program:
 - A. All vacancies shall be bid as Customer Service Representative for the appropriate location.
 - B. A successful bidder shall be required to enter and advance through each level (See Section 3A) of the job classification by meeting the proper qualifications and evaluations of each level within the prescribed time limit.
 - C. An employee who is the successful bidder on a Customer Service Representative vacancy and fails to advance in the advancement program shall return to her last qualified job.
 1. After six (6) months from the date of leaving, such employee will be eligible to bid on another Customer Service Representative vacancy and enter the advancement program in level (1) of the progression.
 2. If this employee again fails to progress, she shall return to her regular classification and wait one (1) year before being able to bid again. If after one (1) year this employee bids and again fails to progress, she can only return by mutual consent of the Company and the Union who shall discuss the matter.
 - D. Successful bidders into the Customer Service Representative Advancement Program, who had previously qualified to

Customer Accounts Clerk (F) will be placed in the classification of Customer Service Representative (F). Any employee entering from a lower labor grade into the Advancement Program shall enter at that step of the classification which is closest to, but not greater than her previous rate. An employee entering from a higher labor grade shall enter at the final step of the classification.

- E. An employee who has previously qualified to Customer Accounts Clerk (F) may appropriate a Customer Service Representative (F) classification of a junior employee. All other employees who appropriate a job in this classification must enter at the level for which they can immediately qualify as determined by the Training Center's evaluation, provided that there is a junior employee in that level or below. The employee then will be required to advance through all remaining levels meeting the proper training and evaluation standards within the prescribed time limits. The junior employee displaced shall retain her level rate for bumping under provision of Article VI, Sections 10 and 11 of the contract.
- F. Those employees who were hired with the ultimate qualification of Customer Service Representative (F) who have completed their probationary period and then fail to advance in the program for any reason shall appropriate another position according to Article VI, Section 10 of the current agreement. Her rate of pay for job appropriation will not be less than the pay grade 1 classification.

3. Levels of Advancement:

- A. The program is structured for advancement through six (6) levels and is negotiated to be a Labor Grade 12. Duties specified in the job description of Customer Service Representative shall be performed by an employee in any level according to the extent of her ability and training. The advancement levels of the program are as follows:

Customer Service Representative Levels

ENTERING	Level 1T*
After 3 Months	Level 2T*
After 6 Months	Level 3T*
After 12 Months	Level 4T*
After 18 Months	Level 5
After 24 Months	Level (F)

Senior Customer Service Representative

T* - Levels shall encompass all training requirements

- B. Each level will have a time requirement during which formal training combined with on-the-job training and evaluation are required before advancing to the next level. The total training time not to exceed twelve (12) months. The employee shall be considered qualified after twelve (12) months.
 - C. The employee must spend the full time as specified within one level before advancing to the next level, but in no way shall the time spent on each level exceed the time requirements for that level as noted in the table in 3A above, unless covered under another section in this Article.
 - D. If an employee fails to qualify in any of the levels during her training period within the prescribed period, she shall return to her last qualified job or entry job, with all previous rights. Other employees who have changed jobs as a result of the original vacancy shall return to their former jobs with all previous rights.
 - E. Qualified Customer Service Representatives shall periodically rotate to other work assignments within the Advancement Program at their work location in order to maintain their skills.
4. Scheduling of vacations:
- All levels of the Customer Service Representative Advancement Program shall be considered as one classification for the scheduling of vacations (Refer to Article XXII, Section 12).

5. All lunch periods within a schedule will be offered on a seniority basis whenever possible and not be rotated.

6. Training:

- A. The materials used in training and evaluation will be administered by the Training Center and reviewed by Union Representatives. The Company shall notify the Union of minor changes in testing, but these shall only be reviewed once a year.
- B. Employees in levels of advancement requiring six (6) months and who are off thirty (30) calendar days or more for any reason shall have their time in the level of the advancement program at the beginning of the absence extended the same number of days of the allowance in excess of thirty (30) calendar days. For those employees in a three (3) month advancement, fifteen (15) calendar days shall be applicable.
- C. Employees will be assigned to formal training courses and on-the-job work items as course and work scheduling permits in line with those duties performed at the employee's work location according to set training requirements.
- D. The Company and Union shall mutually develop an orientation program including course content, materials, and on-the-job training for all Customer Service Representative Clerks which shall become part of the formal training program at the entry level. The cost for the development and/or restructuring of the overall training program shall be borne by the Company.

Employees currently holding the classification of Customer Service Representative will be required to successfully complete or demonstrate the necessary skills, knowledge and abilities set forth in the orientation training program. Additional on-the-job training will be provided for those employees lacking any skills set forth in the orientation program.

The Company will not disqualify employees currently holding the classification of Customer Service Representative as a result of failing this training.

Employees will be assigned to formal training courses and on-the-job work items as course and work scheduling permits in line with those duties performed at the employee's work location.

- E. Formal training will be scheduled throughout the advancement program. All formal training will be scheduled and successfully completed before the employee is permanently assigned to perform work in that level.
- F. The employee's on-the-job training will be reviewed periodically between the employee and the employee's Supervisor or designee.
- G. If in the opinion of the reviewing supervisor, the employee does not demonstrate sufficient knowledge and ability to satisfactorily perform all the required work performance items, the Training Center, the employee, and the Union shall be notified. If further investigation or evaluation is necessary it will be conducted by the Training Center.
- H. Employees in the Advancement Program shall not normally be used on work assignments outside their department.

7. General:

- A. As part of this agreement, the negotiated pay grade on the clerical evaluation scale for the Customer Service Representative classification shall be at pay grade 12. A Job Description listing duties, qualifications and levels of advancement will be developed jointly by the Company and Union.
- B. The rate applied to the relief of a Customer Works Dispatcher shall not be applicable to this classification.

- C. Those employees presently in the job classification of Customer Service Representative who have not had the benefit of training in job duties below their slotted level or who request down training in areas they have not checked off in or been previously trained in and such duties are a responsibility of their job functions at their work locations, will be down trained for a reasonable length of time as the work load permits and return to their slotted level. They will not have their wage rate adjusted due to this down training.
- D. The Union shall submit a list of names of subject matter experts to assist in the development of the Program training materials. All time worked at the request of the Company by Union members on assisting in the development of any training program in conjunction with the Customer Service Representative Advancement Program shall be paid by the Company. Such hours shall not be charged against the Union hours.

8. Senior Customer Service Representative:

- A. In conjunction with the Customer Service Representative Advancement Program, a position shall be maintained in the bargaining unit to be known as a Senior Customer Service Representative. Due to the nature of the job discussed and the scope of the duties outlined, it is understood by the Company and Union that this position shall not encompass supervisory duties, but shall be an integral part of the Advancement Program.

Employees who wish to bid on this position must meet the following requirements to be eligible bidders:

- (1) Work one (1) year or more as a Customer Service Representative (F).
- (2) Shall not have been outside the Customer Service Representative Program for more than eighteen (18) months since last holding Customer Service Representative (F).

- (3) Have completed all formal schools and on-the-job check-offs. Bidders shall not be disqualified if they have not completed the schools and/or check-offs through no fault of their own.
- B. A formal training program to develop and test skills for training personnel in the Advancement Program shall be established and reviewed by the Union. The school will be developed to cover such items as, but not limited to: (1) Techniques in training adult education; (2) How to teach, evaluate, and test on-the-job check-off items; (3) How to develop teaching aids; (4) Working with scheduling; (5) Handling varied personalities. Upon completion of the school, all participants shall be evaluated on the standard agreed to by the Company and the Union. The minimum number of employees holding certified status and not occupying a Senior Customer Service Representative vacancy shall be eight (8) and the maximum number shall be twelve (12). Senior Customer Service Representative schools shall be scheduled no less than once yearly if the complement falls below the minimum number of eight (8).
- C. All Customer Service Representatives holding certified status will be considered as belonging to a senior pool. When a vacancy for a Senior Customer Service Representative position is created, said vacancy shall be offered without the bidding process, to all those holding Senior Customer Service Representative bids and all those in the certified pool by seniority, with their seniority dates considered in conjunction with each other's. When the vacancy is offered, the Certified Senior Customer Service Representative must accept or reject immediately. If said vacancy is within her defined location and she rejects, she shall close her Certified status and be removed from the pool. Further, she shall be restricted from attending the training to regain her Certified status for the next two schools. A Certified Senior Customer Service Representative who has been certified for two (2) years or less, will be required to accept the bid position when it is in her defined location. Additionally, a Certified Senior Customer Service Representative who has accepted the position shall remain in the position for a minimum of twelve (12) months before being eligible to leave the position for any reason except original recall.

No employee will be penalized for rejections outside her defined location. Also, any employee who is already working as a Senior Customer Service Representative may reject the offer without penalty. Finally, an employee who is unable to report for duty within ten (10) working days (Saturdays, Sundays and holidays excluded) of the offering shall be charged with one bid refusal. The classification of Senior Customer Service Representative shall consist of a two (2) step rate. When a Customer Service Representative is a successful bidder to a Senior Customer Service Representative, she will assume the assigned duties and receive Step 1. In the event that no Certified Pool employee exists at the location where the vacancy occurs and no Senior or Certified Senior accepts the vacancy, the normal bidding process will take place.

- D. The Company may advertise openings for training only in areas where a need may be anticipated or frequent reliefs are needed and in order to fill the complement needed for a school. These openings will be filled by seniority from bidders who meet the pre-requirements listed in Section 8A by the date of the scheduled school. These bidders will be considered Certified Senior Customer Service Representatives upon successfully completing the school and testing. They shall not assume any higher rate unless they perform the job of Senior Customer Service Representative as relief or on a conditional bid. In order to initially meet the required complement of the pool, the Company will hold a school within six (6) months of ratification of the 2004 Collective Bargaining Agreement.
- E. When a conditional vacancy for a Senior Customer Service Representative exists in a department, the senior certified employee shall be upgraded. Where there are no certified employees, the upgrade shall be offered by seniority to the final step Customer Service Representative in that department.

When these conditional vacancies are to be posted locally they will be posted for a period of three (3) days. When these vacancies are to be posted in other districts, they shall be posted for a period of five (5) days. This provision applies only for the posting of vacancies as set forth above.

- F. It is recognized that a Senior Customer Service Representative will be assigned to assist a complement of approximately fifteen (15) employees. This figure will be adjusted downward for the number of sub-offices she is assigned to serve and upward for the number of Customer Service Representatives (F) within her assigned area.
- G. Additional Senior Customer Service Representative vacancies will be added as determined by the Company to be necessary.
- H. At the Company's discretion, duties shall require travel to other Company locations. Employees shall be reimbursed to operate their personal cars at the maximum applicable government allowance per mile. The Company may select which employees to assign during normal working hours; however, the Company will use at least one (1) Senior CSR when bargaining unit employees are used.
- I. All certified Senior Customer Service Representatives shall be required to attend and successfully complete skills enhancement classes on topics such as adult training techniques, development of training aids, scheduling and dealing with varied personalities, to be conducted at least once annually in order to maintain current skills and incorporate new procedures. Should a Certified Senior CSR fail to successfully complete and pass, she shall be given the opportunity to re-test within ten (10) working days. If the individual should be unsuccessful in her second attempt, she may be decertified from the position. Any Senior CSR who has been working in that classification for six (6) years or more will be required to take a test to evaluate their comprehension of the material, but the test results will not be used for decertification purposes.

For purposes of this section only, locations will be defined as:

- 1. All of the Southlake Complex
- 2. South Bend - Service Agency
- 3. Gary-Customer Contact Center and Commercial Office
- 4. LaPorte Billing Center

9. Distribution of Overtime:

- A. An overtime listing shall be established listing employees according to seniority by the levels within the classification with the most senior person in each level listed first.
- B. After overtime work has been performed and hours charged the employee with the lowest number of hours moves to the top of the list for each level. Work shall be offered according to the hours listing for each level. The employee with the lowest number of hours shall first be offered such overtime assignment within the guidelines as set below:

- (1) Overtime listings of Customer Service Representative level F and Senior Customer Service Representative shall be kept separately.

When work is to be performed on overtime rates in the classification of Customer Service Representative level F such overtime shall be offered and charged in accordance with Article XII. The report of overtime for the Senior Customer Service Representative classification shall be considered in conjunction with the Customer Service Representative level F classification when such overtime is offered in the classification of Customer Service Representative level F.

Certified Customer Service Representatives who relieve in the classification of Senior Customer Service Representative shall be charged on the overtime list in level F; and Senior Customer Service Representatives who work overtime assignments in the classification of Customer Service Representative level F shall be charged for such overtime in their classification.

- (2) When work is to be performed on overtime rates Customer Service Representative (F) shall first be offered that assignment. If additional help is needed, the work shall then

be offered to Customer Service Representatives in the apprenticeship line of progression until the needed complement is filled.

- (3) Employees entering a new level shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee within that level at that location.
- (4) Overtime shall be calculated in converted hours only.
- (5) All work performed on overtime shall be credited to the trainee's check-off.
- (6) Part-time and temporary employees in the advancement program shall not be eligible for any overtime work before all full-time employees in the program in that office are offered such overtime work.

SOUTHLAKE CUSTOMER SERVICE CALL CENTER ONLY

- C. It is understood and agreed to by the Company and the Union that there shall be breaks scheduled for Customer Service Representatives in the Southlake Call Center while they are working overtime. When a Customer Service Representative has worked four (4) full hours of overtime, she shall receive a fifteen (15) minute break. This procedure shall be applicable for each four (4) full hours worked.

If the four (4) hours of overtime is continuous either before or after the Customer Service Representative's regular schedule, she shall receive a fifteen (15) minute break that shall be included as part of the four (4) hours of overtime. If the four (4) hours of overtime is not attached on either end to the employee's regular schedule, she will not be given a break as part of the four hours worked.

However, if a shift is filled on overtime, a Customer Service Representative working the overtime shall assume the breaks and lunch of the absent employee. In other words, if an employee is unable to attend work and her entire shift is offered

as overtime, the employee working that overtime shall receive breaks and lunch as though she were the original employee scheduled to work that shift.

It is further understood and agreed to by the Company and the Union that there shall be overtime offered as an "extension of the workday." The Company has the right to offer Customer Service Representatives the opportunity to perform overtime by extending their workday. This overtime offering shall continue to be voluntary; it is not mandatory to accept an extension of the workday.

The Company may offer this extension for a minimum of one (1) hour and a maximum of three (3) hours. However, after the Company has extended the workday for three (3) full hours, the Company must begin calling out Customer Service Representatives for overtime, if the need for overtime will continue past those three (3) hours.

It shall continue to be the practice that an employee whose vacation begins at the end of their shift shall not be eligible for extension of the workday.

- D. Effective June 1, 1999, errors made in the offering of overtime within an overtime listing can be corrected in the following manner:
1. Overtime errors will be corrected by offering the affected employee(s) the overtime opportunity equivalent in amount of hours and/or pay and location to that which she missed. The overtime opportunity will be on a scheduled basis and offered by the end of the next pay period following notification to the Company.
 2. The overtime correction will not be made on a callout basis.
 3. Following notification of the error, if the Company does not provide an overtime make-up opportunity as outlined above, it shall automatically pay the amount in question, unless the Company disputes that an error was made. In such case, the dispute may be settled in the grievance procedure. The

remedy for a finding that the Company erred will be payment to the affected employee in the amount in question.

4. The hours paid for the error will be charged to the employee's hours on the overtime standing list.
5. The scheduled overtime make-up offering (of which the Union has been notified) shall take precedence over the next eligible and qualified employee(s) on the overtime list who would have been offered the overtime had the error not been made. An employee who would have been otherwise offered the overtime that was worked by the harmed employee, shall have no claim to the make-up overtime.

10. Work Schedules - Extended Office Hours:

Should the Company decide to extend its normal office hours the following would be applied:

- A. No work schedule shall be staffed only with a work complement of employees only advancing through the program.
- B. The selection of assignment to a specific work schedule when several are being set shall be offered on a seniority basis until the needed complement is met. These schedules will not be rotated. If an employee wished to move to another schedule, she shall notify her Supervisor as to the schedule she wishes and move to that schedule at the time a position is available.

11. The Company and the Union mutually agree to the following procedures and understandings that will govern mileage and travel time allowances to clerical employees of Customer Service:

- A. The procedures set forth below will apply to eligible employees who, for reasons of training and relief of a temporary nature, are re-assigned to another location other than their designated headquarters and become subject to mileage and travel time allowances.

- B. Mileage and travel time will be paid when an eligible employee is required to travel from the designated headquarters to another location regardless of the amount of notice given to the employee.
- C. Travel time will only be paid when such travel occurs outside of an employee's regularly scheduled hours of work.
- D. Mileage and travel time will only be paid on days when the employee performs the assignment at another location.
- E. Employees who are transferred to another location as a result of their acceptance of any vacancy through the bidding procedure, whether temporary or permanent, will not be eligible for travel time or mileage allowances.
- F. The following figures shown in parentheses are one-way mileage figures between district headquarters and other locations subject to these provisions.

Designated Headquarters Other Locations

Gary	to:	Southlake	(9)
South Bend	to:	Southlake	(69)
South Bend	to:	Gary	(66)

12. The vacation schedule in the Southlake Call Center shall permit a minimum of five (5) Customer Service Representatives to be off on vacation during the first and last weeks of September and each week of October. Employees will be offered the opportunity to select vacation during these weeks on the basis of their seniority within their classification. Other changes in the vacation schedule will be permitted only if the selection of one (1) or more of these vacation weeks opens vacation time in a week that had previously been filled. The minimum number of Customer Service Representatives eligible for vacation during these weeks will not be reduced below five (5) unless the Company meets with the Union to address specific needs for a reduction, based on the Company's operational requirements. Customer Contact Center employees shall schedule vacation annually, starting with the first working day in December through March 20.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

CLERICAL EMPLOYEES

ARTICLE XXIII - SCHEDULE A

WAGE RATES

Effective June 1, 2019

**NORTHERN INDIANA PUBLIC SERVICE COMPANY
CLERICAL EMPLOYEES**

TEMPORARY WORKFORCE #

	Step 1 <u>Entering</u>	Step 2 <u>After 12 Months</u>	Step 3F <u>After 24 Months</u>
01/01/20	\$17.60	\$18.64	\$19.84
01/01/21	\$18.13	\$19.20	\$20.44
01/01/22	\$18.67	\$19.78	\$21.05

Article XXI, Section 15 defines the rate as 75 cents below the entering step of pay grade one

GRADE 1

	Step 1 <u>Entering</u> <u>Rate</u>	Step 2 <u>After</u> <u>6 Mos.</u>	Step 3 <u>After</u> <u>12 Mos.</u>	Step 4 <u>After</u> <u>18 Mos.</u>	Step 5 <u>After</u> <u>24 Mos.</u>	Step 6 <u>After</u> <u>36 Mos.</u>
01/01/20	\$20.61	\$21.07	\$21.59	\$22.01	\$22.47	\$23.21
01/01/21	\$21.23	\$21.70	\$22.24	\$22.67	\$23.14	\$23.91
01/01/22	\$21.87	\$21.35	\$22.91	\$23.35	\$23.83	\$24.63

1101	Accounting Clerk Trainee
1113	Gas Transmission Clerk
1117	General Utility Clerk
1140	Technology Transfer Map Clerk

GRADE 2

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.	Step 6 After 36 Mos.
01/01/20	\$22.97	\$23.41	\$23.90	\$24.32	\$24.77	\$25.53
01/01/21	\$23.66	\$24.11	\$24.62	\$25.05	\$25.51	\$26.30
01/01/22	\$24.37	\$24.83	\$25.36	\$25.80	\$26.28	\$27.09

1201 Construction Utility Clerk
1205 Operating Utility Clerk
1209 Property Records Utility Clerk
1213 Mail Room Utility Clerk
1221 Purchasing Utility Clerk
1225 Microfilm Clerk
1229 Receptionist
1233 Mail Sorter

GRADE 3

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.	Step 6 After 36 Mos.
01/01/20	\$25.27	\$25.49	\$25.92	\$26.40	\$26.87	\$27.86
01/01/21	\$26.03	\$26.25	\$26.70	\$27.19	\$27.68	\$28.70
01/01/22	\$26.81	\$27.04	\$27.50	\$28.01	\$28.51	\$29.56

1301 Accounts Section Verifier
1305 Sales Summary Clerk
1309 Transmission Clerk
1313 Typist
1317 Referral Clerk
1321 Micrographic Archive Clerk
1325 Generating Station Entry Clerk

GRADE 4

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.	Step 6 After 36 Mos.
01/01/20	\$25.57	\$26.03	\$26.51	\$26.95	\$27.41	\$28.17
01/01/21	\$26.34	\$26.81	\$27.31	\$27.76	\$28.23	\$29.02
01/01/22	\$27.13	\$27.61	\$28.13	\$28.59	\$29.08	\$29.89
1401	Accounting Clerk					
1405	Mail Processing Cash Clerk					
1409	Purchasing Summary Clerk					
1413	Receptionist Typist					
1417	Work Order Review Clerk					
1421	Inserting Equipment Operator					
1425	Purchasing Entry Clerk					

GRADE 5

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.	Step 6 After 36 Mos.
01/01/20	\$26.13	\$26.59	\$26.99	\$27.53	\$27.96	\$28.69
01/01/21	\$26.91	\$27.39	\$27.80	\$28.36	\$28.80	\$29.55
01/01/22	\$27.72	\$28.21	\$28.63	\$29.21	\$29.66	\$30.44
1501	Assistant Librarian					
1515	Construction Clerk					
1527	General Engineering Clerk					
1531	Mail Clerk					
1532	Transportation Clerk					
1540	Duplicating Machine Operator					
1544	Gas Measurement Clerk					
1547	Systems Clerk					
1548	Substation Clerk					
1551	Telephone Clerk					

GRADE 6

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$26.59	\$27.23	\$27.86	\$28.49	\$29.14
01/01/21	\$27.39	\$28.05	\$28.70	\$29.34	\$30.01
01/01/22	\$28.21	\$28.89	\$29.56	\$30.22	\$30.91

1604	Building Services Clerk
1608	Clerk - Audit Section
1616	Keypunch Operator
1620	Purchasing Clerk
1628	Tax and Insurance Clerk
1636	Mail Clerk - General Office
1650	Collection Clerk

GRADE 7

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$29.39	\$29.52	\$29.59	\$29.79	\$29.91
01/01/21	\$30.27	\$30.41	\$30.48	\$30.68	\$30.81
01/01/22	\$31.18	\$31.32	\$31.39	\$31.60	\$31.73

1709	Bookkeeping Machine Operator - General Accounting
1713	Bookkeeping Machine Operator - Property Records
1721	Construction Check Records Clerk
1729	General Engineering Map Clerk
1733	Meter Clerk
1737	Posting Clerk
1741	Reproduction Machine Operator
1749	Statistical Typist

GRADE 8

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$30.04	\$30.14	\$30.21	\$30.38	\$30.47
01/01/21	\$30.94	\$31.04	\$31.12	\$31.29	\$31.38
01/01/22	\$31.87	\$31.97	\$32.05	\$32.23	\$32.32

1806 Control Review Clerk
1812 General Accounts Section Verifier
1814 Generating Station Clerk
1818 Mail Room Machine Operator
1826 Stores Clerk
1830 Telephone Operator
1838 Central Mail Clerk

GRADE 9

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$31.01	\$31.06	\$31.15	\$31.24	\$31.39
01/01/21	\$31.94	\$31.99	\$32.08	\$32.18	\$32.33
01/01/22	\$32.90	\$32.95	\$33.04	\$33.15	\$33.30

1905 Senior Mail Processing Cash Clerk
1920 Gas Accounting Clerk
1927 Stationery Clerk
1931 Stenographer
1932 Clerical Administrative Assistant
1935 Telephone Operator
1936 Network Services Representative
1939 Time Clerk
1941 Printing Services Coordinator
1951 Senior Building Services Clerk

GRADE 10

	Step 1 Entering <u>Rate</u>	Step 2 After <u>6 Mos.</u>	Step 3 After <u>12 Mos.</u>	Step 4 After <u>18 Mos.</u>	Step 5 After <u>24 Mos.</u>
01/01/20	\$31.97	\$32.14	\$32.25	\$32.41	\$32.52
01/01/21	\$32.93	\$33.10	\$33.22	\$33.38	\$33.50
01/01/22	\$33.92	\$34.09	\$34.22	\$34.38	\$34.51

1911	Distribution Clerk
2020	General Clerk
2027	Accounts Payable Clerk
2028	Property Records Clerk
2029	Librarian
2030	Service Business Representative
2032	System Statistical Clerk
2036	Traffic Clerk
2040	Automated Mapping Technician
2042	General Substation Clerk

GRADE 11

	Step 1 Entering <u>Rate</u>	Step 2 After <u>6 Mos.</u>	Step 3 After <u>12 Mos.</u>	Step 4 After <u>18 Mos.</u>	Step 5 After <u>24 Mos.</u>
01/01/20	\$33.06	\$33.22	\$33.30	\$33.40	\$33.54
01/01/21	\$34.05	\$34.22	\$34.30	\$34.40	\$34.55
01/01/22	\$35.07	\$35.25	\$35.33	\$35.43	\$35.59

1915	Engineering Record Clerk
2109	Control Analysis Clerk
2113	General Gas Accounting Clerk
2116	Senior Accounts Section Verifier
2118	Claims Representative
2120	Clerical Payroll Representative

GRADE 12

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$33.97	\$34.07	\$34.29	\$34.40	\$34.60
01/01/21	\$34.99	\$35.09	\$35.32	\$35.43	\$35.64
01/01/22	\$36.04	\$36.14	\$36.38	\$36.49	\$36.71

2214	Senior Bookkeeping Machine Operator
2222 #	Customer Service Representative
2224	Operating Service Representative
2226	Senior Distribution Clerk
2228	Meter Processing Representative

See Page 118 for Rate Schedules

GRADE 13

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$34.96	\$35.07	\$35.23	\$35.36	\$35.51
01/01/21	\$36.01	\$36.12	\$36.29	\$36.42	\$36.58
01/01/22	\$37.09	\$37.20	\$37.38	\$37.51	\$37.68

2315	Field Record Clerk
2319	General Accounting Clerk
2321	Senior Accounts Payable Clerk
2323	Special Analysis Clerk
2328	Internal Sales Representative
2330	Customer Service Transaction Representative
2332	At Home Agent
<u>2333</u>	<u>New Business Agent</u>

GRADE 14

	Step 1 Entering Rate	Step 2 After 6 Mos.	Step 3 After 12 Mos.	Step 4 After 18 Mos.	Step 5 After 24 Mos.
01/01/20	\$35.83	\$35.97	\$36.18	\$36.27	\$36.47
01/01/21	\$36.90	\$37.05	\$37.27	\$37.36	\$37.56
01/01/22	\$38.01	\$38.16	\$38.39	\$38.48	\$38.69
2404	Field Accounts Representative				
2412	General Field Record Clerk				
2432	Senior Meter Processing Representative				
2435	Special Accounts Representative				

GRADE 15

	Step 1 Entering Rate	Step 2 After 12 Mos.
01/01/20	\$36.51	\$36.79
01/01/21	\$37.61	\$37.89
01/01/22	\$38.74	\$39.03
2400	Senior Customer Service Representative	
2424	Information Systems Tester	
2499	Commercial Accounts Service Representative	
2500	Senior Operating Service Representative	

CUSTOMER SERVICE REPRESENTATIVE ADVANCEMENT PROGRAM

<u>Job</u> <u>No.</u>	<u>Classification</u>
2222	Customer Service Representative

RATE PER HOUR

01/01/20 01/01/21 01/01/22

(Applicable to employees entering the line of progression after June 1, 1999 and employees currently in the line of progression will be slotted at the appropriate corresponding step and rate.)

(1) Entering Rate	\$28.09	\$28.93	\$29.80
(2) After 3 Months	\$28.75	\$29.61	\$30.50
(3) After 6 Months	\$29.92	\$30.82	\$31.74
(4) After 12 Months	\$31.07	\$32.00	\$32.96
(5) After 18 Months	\$33.34	\$34.34	\$35.37
(6) After 24 Months	\$34.60	\$35.64	\$36.71

**EXHIBIT 1
DISQUALIFICATION OR WITHDRAWAL FORM**

Employee's Name _____

Social Security Number _____

Seniority Date _____

Effective _____ the above named employee
(Date)

has been disqualified / has withdrawn / rejected (Circle One)

From Vacancy Number _____

Job _____
(Number and Title)

At _____
(District / Plant / Department – Location)

Qualifying period for employee began _____
(Date)

Reason for disqualification or withdrawal:

Employee returned to the last qualified job listed below on _____
(Date)

Job Number and Title _____

District/Plant/Department _____

Location and Section _____

Employee's Signature

Supervisor's Signature

Date

Date

ORIGINAL TO LABOR RELATIONS
COPY TO UNION OFFICE



Exhibit 2
Sick Leave Claim Form

NORTHERN INDIANA PUBLIC SERVICE COMPANY
SICK LEAVE CLAIM FORM

TO BE COMPLETED BY EMPLOYEE (Incomplete forms will be returned to the employee and no benefits will be paid until a completed form is received)

For consideration of sick leave approval, sick leave forms shall be received by the Company Payroll & Leave Coordinator as soon as possible, however, no later than 30 days from the first day of absence.

Name:		Home Phone:	Hire Date:	Employee ID Number:
Job Classification:		Work Phone:	Location/Dept:	
Last Day Worked:	First Day of Sick Leave:		Returned to Work on:	
Illness <input type="radio"/> Injury <input type="radio"/>	Is Illness/injury a result of your occupation?		No <input type="radio"/> Yes <input type="radio"/>	
NATURE OF ILLNESS/INJURY (if injury, describe when, where and how it occurred)				
I affirm that the information contained on this form is true and correct.				
Employee's Signature:		Date:		
TO BE COMPLETED BY PHYSICIAN (Incomplete forms will be returned to the employee and no benefits will be paid until a completed form is received) IS THIS EMPLOYEE UNABLE TO WORK DUE TO THIS ILLNESS OR INJURY: No <input type="radio"/> Yes <input type="radio"/>				
DIAGNOSIS OR NATURE OF ILLNESS/INJURY:				
DATE ILLNESS/INJURY BEGAN:				
DATE(S) EXAMINED FOR THIS CLAIM:				
In your medical opinion, did the illness/injury or symptoms diagnosed from this examination prevent the employee from working beginning with the first day of sick leave, shown in the box above, prior to this examination? No <input type="radio"/> Yes <input type="radio"/>				
Comments:				
Was Hospitalization Required? No <input type="radio"/> Yes <input type="radio"/>		Was Medication Prescribed? No <input type="radio"/> Yes <input type="radio"/>		
If yes, Admittance date:		Was surgery required: No <input type="radio"/> Yes <input type="radio"/>		
Discharge date:		If yes, date of surgery:		
<input type="radio"/> THE EMPLOYEE IS NOT RELEASED TO RETURN TO WORK. ESTIMATED DATE OF RETURN:				
<input type="radio"/> THE EMPLOYEE IS RELEASED TO RETURN TO WORK. RETURN TO WORK DATE:				
LIST LIMITATIONS, if any (No Diagnostic Information):				
Expected Duration of Limitations:				
If Re-exam is necessary, on what date?				
As a result of your authorization of absence from work, employer may incur a liability for Sick Leave Benefits. This form may only be signed by a Licensed Physician, Licensed Nurse Practitioner, Physician Assistant, or Oral Surgeon.				
Signature:		Specialty/Practice: Print Name:		
Date Signed:		Phone:		

110546 Rev. 8-2011 Retention 10 Years

SEND ORIGINAL TO PAYROLL ATTN: LEAVE COORDINATOR

**EXIHIBIT 3
MEDICAL RELEASE FORM**

Dear Dr. _____:

To qualify for Sick Leave Benefits, employees of NORTHERN INDIANA PUBLIC SERVICE COMPANY must have their private physician substantiate that they are physically unable to perform their assigned work.

My claim for benefits has been withheld pending further investigation and analysis. I would appreciate if you would supply the Chief Company Doctor for NORTHERN INDIANA PUBLIC SERVICE COMPANY with copies of my medical records or a summary report noting the day or days that I was seen by you, the factors, treatment, test results, and diagnosis concerning this specific illness/injury.

I hereby authorize Dr. _____ to release to the Chief Company Doctor for NORTHERN INDIANA PUBLIC SERVICE COMPANY all medical records required to process my claim for Sick Leave Benefits which relate to the illness/injury for which I was treated by you for the following period:

Begin Date: _____ To: _____

Thank you for your cooperation.

X _____ X _____
Employee Signature Witness

X _____ LABOR RELATIONS Date Signed

ALL MEDICAL INFORMATION SHOULD BE SENT DIRECTLY TO
CHIEF COMPANY DOCTOR:
Sylvia McKnight, M.D., CONCENTRA
6423 Columbia Ave; Hammond, IN 46320
Phone: (219) 937-3632 Fax: (219) 937-4715

Please send a COPY TO THE EMPLOYEE:

Name: Employee Name
Address: Employee Address

Exhibit 4
Wellness Day Form
NORTHERN INDIANA PUBLIC SERVICE COMPANY
NIPSCO UNION "WELLNESS DAY" AUTHORIZATION FORM
TO BE COMPLETED BY EMPLOYEE:

Employee Name: _____
Employee ID: _____
Employee Signature: _____ Date: _____

TO BE COMPLETED BY ATTENDING PHYSICIAN OR PROVIDER:

Date of **Wellness Exam/Preventive Screening***: _____
Physician or Provider Name: _____
Physician or Provider Address: _____
Telephone Number: _____
Authorized Signature: _____

***Attending Physician or Provider:** "Wellness Day" shall cover preventive medical visits, tests and procedures only.

Employee:

- NIPSCO Union employees are eligible for one wellness day per calendar year. The wellness day will be equal to one of your regularly scheduled days. The day cannot be used in increments and must be used as a single day.
- Wellness Day must be scheduled in advance with supervisor. You must return this form to supervisor immediately upon returning to work.
- Time off that does not meet these eligibility requirements will result in the day off being an unpaid PB day (personal business day).
- Applicable WorkBrain time code that you must enter: **Wellness-BU**
- Time off does not guarantee that your claim will be covered at 100%. If you are NOT enrolled in a NiSource medical plan, you are able to utilize this wellness day but will NOT receive any coverage for any services.

If you are enrolled in the NIPSCO PPO or HDPPPO plan, all in network preventive medical screenings are covered at 100%. Please contact Anthem at 1-800-228-2891 if you have any questions related to coverage for specific services.

Supervisor:

- Supervisor should retain this form in employee file for remaining calendar year.
- Supervisor should confirm that the wellness time entered into WorkBrain reflects a normally scheduled standard day and employee meets the eligibility requirements as noted above.

**Emergency Clerical Call-Out
Assignments at District Operating Building Only**

Once the Company determines that clerical employees from the operating building location are needed to assist Supervisors answering customer telephone calls, the call out of personnel shall be made in the following order:

1. Distribution Clerk
2. Clerical Administrative Assistant
3. Engineering Record Clerk
4. Field Record Clerk
5. Clerical Payroll Rep
6. Stores Clerk
7. Meter Clerk
8. Transportation Clerk
9. Operating Utility Clerk

Nothing in this Agreement shall be construed to guarantee overtime work assignments for the duration of the emergency outage, but in no event shall an employee receive less than two (2) hours' pay in accordance with Article XI, Section 7, as modified by this Agreement.

Employees who cannot regularly and dependably make the trip from their homes to their headquarters within thirty (30) minutes after being called out shall have no claim on such unscheduled overtime. Employees who frequently refuse overtime call out work shall have no claim on such unscheduled overtime. As a result of this procedure, the Company will be held harmless as to any claim alleging a lack of equalization in the offering of overtime

Memorandum of Agreement
Employment Option for Laid-Off Employees

The purpose and intent of this offer is to provide laid-off employees with additional options for employment.

A Central Job Appropriation Processing Center will be established in Valparaiso by the Company. This facility shall process the final transaction involved with employee job appropriations. The affected employees shall be scheduled for an appointment at the processing center. Appointments shall be so scheduled as to afford the employee a reasonable amount of time in which to review, analyze, and make her decision. Under extreme conditions, she will be allowed the following morning to make her determination. She will be provided the day of the appointment to determine her new job assignment and will be transferred to the new location the next day. During this processing appointment to determine her new job assignment and will be transferred to the new location the next day. During this processing period the Company will incur expenses for travel regularly scheduled lost time, and transportation costs. (Article XVI)

When an employee has more than one option, the employee will be required to determine a priority of her selections so that the Company will be able to properly arrange the movements of its affected employees.

The Company shall provide adequate space for a clerical union representative appointed by the union at the processing center. This union representative may assist and counsel all affected clerical union employees processing through the center.

Dated June 1, 1983

C-1 - FULL-TIME REPLACEMENT

When a permanent full-time vacancy occurs in any Clerical position, and the Company determines that the position should continue, the following procedure will be utilized to fill that vacancy:

Step One

If the Company is unable to fill the vacancy (as per the Contract Article VI, Section 10 and 11) it would be filled through the normal bidding procedure as outlined in Section 11 and 14 of Article VI.

Should the vacancy not be filled by recall and bidding (per Article VI, Sections 14 and 33) those employees in the Clerical Bargaining Unit currently on lay-off status and having recall rights will then be provided the opportunity to fill the vacancy. The priority for selection of those persons would be on seniority basis. Those on lay-off status shall be provided the choice of establishing their recall options from the following:

- A. Consideration for any Clerical vacancy anywhere in the Company. Refusal of the first opportunity to fill any permanent job (per Article VI, Section 33) would cause the forfeiture of the individual's rights of recall and that laid-off employee will be removed from the payroll.
- B. The laid-off employee would exercise geographic options that would determine her eligibility. Opportunities in these options would be limited to the selected geographic areas described in attached Exhibit I (Company/Union defined regions map). The first refusal of an opportunity to fill a permanent vacancy within those selected regions would constitute abandonment of all rights and provisions of recall and employee would be removed from the payroll (per Article VI, Section 33)
- C. The laid-off employee may select recall only to her regular classification or the opportunity to fill that position on the basis of her seniority as compared to other laid-off employees. The offer will be limited to the single classification selected by the employee for recall. Failure to report would be considered as abandonment of employment as outlined in Section 33 of Article VI.

Supplemental Understandings

- 1. The laid-off employee who selects this recall, must have the aptitude and ability to perform the work, and thereby qualify for the job as set forth in the job description (per Article VI, Section 33).

2. A laid-off employee accepts this recall as her regular job and will have no other recall opportunity.
3. At the time of lay-off, the employee may also elect either a part-time or temporary work assignment based on her seniority without any changes in lay-off status.
4. A listing of Additions to and Removals from the payroll will be sent to the Clerical Union office bi-weekly.
5. Copies of all displacement review forms utilized at the processing center will be retained in each effected employee's permanent record file.
6. A copy of the completed Clerical Union Displacement Review form (Exhibit II) completed by the effected employee will be sent bi-weekly to the Union.
7. All employment opportunities under this Agreement will require the employee to accept the rate of pay of the job and/or prior rates incumbered or otherwise will not apply (except as provided in Article VI, Section 33).
8. The Company will permit all eligible employees the opportunity to bid Company-wide on the permanent clerical job classifications in Article XXIII - Section A of the current agreement.

C-2 - PART-TIME REPLACEMENT

1. When a permanent full-time clerical employee has been laid off with a right of recall (Article VI, Section 33), the employee will be provided the opportunity, by seniority to select from the available part-time positions currently being utilized within her Region. Once the employee has made a selection, that employee will be entitled to no other opportunity to fill any other part-time positions, unless she is subsequently displaced by a senior employee exercising her lay-off rights (Article VI, Section 38).

2. The employee on lay-off who accepts a part-time position will be paid at the rate of the part-time job, and all other conditions - assignment, schedules etc. - of the part-time position will be applicable to the employee.
3. The full-time employee selecting a part-time position must be available for work and able to conform to the standards set forth for the job in question at the time the employee reports.
4. The employee will retain the right of permanent recall when she selects a part-time position, but subsequent full-time employees in the same Region who are laid off and are senior, will be provided the same option of displacing that employee from the part-time position. If a full-time employee withdraws from a part-time position they will be provided no other opportunity to work part-time.

In addition, should the part-time assignment terminate, permanent full-time clerical employees who have been laid off will have the option to elect other part-time or temporary assignments.

C-3 - TEMPORARY REPLACEMENT

A permanent full-time employee with the right of recall at the time of her lay-off will be provided the option of working as a temporary replacement if no regular or part-time job is available to her on the basis of her seniority within the region of her regular position from which she was originally displaced. The employee will not be provided with this option at any other time nor be allowed to change her decision later. Permanent full-time laid-off employees will be provided these temporary assignments of positions within the Bargaining Unit ahead of other employees in the temporary pool as the selection for work assignments will be by seniority. The selected employee will be allowed to continue through the term of the temporary assignment even though additional permanent full-time employees with greater seniority may become available after the selection for the temporary assignment was completed. If an employee withdraws from a temporary position, she will be provided no other opportunity to perform temporary work assignments, but will only be allowed to resume her recall. In addition, should the temporary assignment terminate, the full-time employee will return to the temporary pool for reassignment.

The Company will make a reasonable effort to contact the laid-off employee to serve in the temporary capacity. If the contact is not made for any reason, the Company will continue down the list of eligible and qualified employees. If a permanent employee is contacted and refuses assignment, or does not perform the job set forth by the job standards, the Company will disqualify the employee from future opportunities in the temporary pool and return the employee to a laid-off status.

The full-time employee who is provided temporary assignment will be expected to work at the rate of the job assignment and will also be expected to perform under the conditions and standards set forth for the temporary assignment. Failure of that temporary employee to meet the job requirements will result in her being removed from the temporary assignment and provided only the option of recall to her permanent vacancy. The Company will provide the opportunity for the temporary employee to voluntarily remove herself for a period of time (vacation in Europe, etc.) and the Company will not remove the employee from the temporary pool if they are notified of the employee's unavailability. The option to serve in the temporary pool will not affect the employee's right of recall to her permanent vacancy.

(Reference to Article VI, Section 33 should be Section 32 in the 1999 Agreement.)

MEMORANDUM OF AGREEMENT

The Company and Union agree to the self-funding of all medical benefits effective on or before June 1, 1990.

The Company and Union further agree to establish a medical plan advisory committee whose purpose is to confer and make recommendations for the most efficient and cost-effective operation of the medical plan.

The committee will consist of eight (8) members, four (4) members from the Union (two from each Local) and four (4) members from the Company.

The committee will make recommendations to the designated Company Representatives and the Presidents and International Staff Representatives of the Local Unions 12775 and 13796 who shall make changes or take actions that are mutually agreed to on such matters to include, but not limited to:

- projected premium and other plan costs.
- monitor claim and premium experience.
- review stop-loss insurance.
- selection and monitoring performance of claim administration.
- selection of a consultant to the plan.
- guidelines and performance of money manager(s).

The Company would establish a 501(C) 9 VEBA trust and select a trustee as previously discussed by the committee.

The expenses of the advisory plan committee, audits or recommended activities shall be paid by the plan.

Updated February 3, 2014

MEMORANDUM OF AGREEMENT

It is agreed to by both parties that the eighty-five (85) point plan (age and service) of Northern Indiana Public Service Company Pension Plan regarding the Early Retirement Supplement under 5.2 will continue for as long as the Plan (NIPSCO Pension Plan) is in effect which was signed on December 2, 1989.

BUILDER/DEVELOPER SERVICE DEPARTMENT

The Builder/Developer Service Department shall be a separate department with its own overtime list(s). These employees shall not be used to fill shortages in other CSR classifications in lieu of using clerks from the "Relief Pool." Initial Call to Southlake 800 number. Developer to be given a silent prompt (code) that will direct him/her to a group of CSRs dedicated solely to initiating new construction service inquiries and maintaining those accounts, including Construction Advance Refunds. This initial contact can also be done by correspondence or fax.

The Company and Union agree that non-bargaining unit personnel shall not perform work which is normally done by bargaining unit employees, except for purposes of education and instruction. This shall not be construed to prohibit a non-bargaining unit employee from updating her assigned project as long as such performance is an insignificant action, such as entering a completion date or estimated date, assigning work, correcting an individual address or updating an individual activity to the account. The action of the non-bargaining unit employee shall not be repetitive in nature and not result in the erosion of the bargaining unit.

Request for new subdivision:

1. CSR will determine if *Developer* is established as a customer in CIS.

If already established, she will update any missing information, such as legal business classification, federal tax I.D., contact person, references and phone numbers. If not established, customer will be added at that time. For fax or written requests, a form should be provided to the *Builder* to include all needed information, or request a contact person.

2. The CSR will add a new project site using the name of the new subdivision. The site general page will be filled out as completely as possible, including Zip Code and the County, if known at the time of the call. Some of the information will have to be added later by the Engineering Department for that district.
3. The CSR will create a new Development-type New Business Case, dragging over the *Developer Customer* and adding any information available, including comments.

CSR should fully understand what is needed by engineering to expedite the process. They should be able to answer basic requirement questions that the customer might have, including exactly what locations must be identified, locates of unidentified buried hazards, contract signature requirements and what will happen in the event that the requirements are not met.

They should request a copy of the preliminary drawing of the development be sent to the Engineering Department, and note this information in the site notebook. Having this done up front will allow the engineer to have the utility easements marked on the drawing and available to the customer at the pre-construction meeting.

CSRs should be able to relay to the *Developer* the importance of having addresses clearly marked on the recorded development plans and explain the refundable gas and/or electric construction advance. They should have general knowledge of requirements for future building of subsites in the development.

Upon Submit of the New Business Case, it is automatically added to unassigned cases in that district's Engineering Department notebook. It is then reviewed by the Service Commitment Team Leader and assigned to a designer by dropping into his/her New Business Case Container. Engineer then determines if he/she has enough information to schedule the pre-construction meeting and subsequently meets with the customer.

The contract or agreement is then written by the engineer.

If engineers determine it needs to be typed, the contract can be given to the clerical support in engineering to be typed, and an Engineering Record Clerk and/or engineer can update the missing information in the project site notebook general page, SPOD page of the New Business Case, and complete any milestones. Any notes from the pre-construction meeting can be put in

the site notebook. The typed contract can be sent or given to the customer to sign, and should be returned to the Builder/Developer Department, along with a copy of the recorded development plan, plat of survey or any drawing that indicates lot numbers and has assigned addresses.

Contract is entered by the CSR, prompting the bill to the customer.
Customer pays the bill.

NOTE: If the *Developer* insists on handing a check to the engineer, they should be warned that they could receive a statement showing that amount as due. Once the contract is entered, the bill is sent unless the payment posts the same day. One possible solution is to have a teller cash machine available for the CSRs to post the check directly after entering the contract.

The preferable method is to have them pay the bill when received, eliminating the need for checks floating in the Company mail. It is crucial to have the contract entered prior to posting any check, since that prompts the Money Bucket Customer Account to be created. Otherwise, it will post in a NIPSCO Unidentified Cash Customer Account for that district, or on an existing Customer Account for that customer.

As soon as it is known to the engineer that all requirements have been met, he/she can notify the Engineering Record Clerk. She will then check to see if the contract has been paid. If it has been paid, she can update the released to construction milestone and notify the Service Commitment Team Leader. If it has not been paid, she can make a note on the site or New Business Case that all requirements have been met and we are waiting to receive payment of the contract.

The CSR should follow up on a daily basis for payment of contracts she has entered. Once paid, if a note exists that all requirements have been met, she can update the released to construction milestone and notify the Service Commitment Team Leader. The Service Commitment Team Leader then coordinate the new development service installation by contacting both the customer and the department that will be doing the work.

Once the work is complete, the department should notify the Engineering Record Clerk to update the construction complete milestone. The CSR could also be notified by the Engineering Record Clerk that the job is done, and a follow up call made by the CSR to determine customer satisfaction.

Adding Subsite Information

As soon as the CSR receives the recorded development plans or map with all subsite information, they can begin adding each site on the subsite page of the new development site. The general page should be filled out completely when adding the very first subsite, taking the information which is now all filled out from the general page of the development site. Each subsite added after the first one will carry this general page information over if done this way.

Questions on corner lots have been a noted problem in the past, and it is possible that the CSR may have to contact the *Developer*, or their contact person, or the post office to find a correct address. These are sometimes not known or change even after the house (subsite) is built.

It is also possible that street names have been changed after the subsite information has already been entered. In that case, the CSR will have to go in and change each subsite address.

No matter how careful the CSR is about adding the subsites, there are times when customers call in, are building in new developments and their already set-up subsite is not found or used. The incorrect spelling by one letter will cause a CSR to miss the existing site. Since these all go through the Service Commitment Team Leader initially, it is possible that he/she may catch the error. The CSR can then be contacted and correct the mistake by either cancelling the New Business Case on the new site and adding it to the subsite or by associating the new site as a subsite and disassociating the original subsite. Both options leave an invalid account in CIS.

When a site is associated as a subsite to a new development, it gives a small beep when you double-click to open it. This is one possible way to identify that it is a subsite.

It can also be identified by the project tab in the regular (subsite) site notebook.

-CSR to follow up with *Builder Developer* to get street addresses.

Dated January 22, 1997

LETTER OF UNDERSTANDING

This letter will serve to confirm our understandings reached in the 1998 negotiations regarding successorship.

The Collective Bargaining Agreement (Agreement) between Northern Indiana Public Service Company (Company) and the United Steelworkers (Union) shall be binding upon the Company under the ownership of any successor which acquires the Company's stock and thereafter engages in the same business as the Company had in the Company's service territory. In such case, the Company shall make it a condition of the transaction that the successor shall be bound by the terms of this Agreement.

If any of the Company's assets or operations are acquired other than by acquisition of the Company's stock and the purchaser thereafter engages in the same business in the Company's service territory as the Company had, the Company, the Buyer and the Union shall meet to discuss mutually acceptable terms and conditions of employment for any employees of the Company who may be affected by the sale. The Agreement shall be binding on the Buyer only to the extent that the Company, the Buyer and the Union mutually agree.

Nothing herein shall be construed to waive or diminish any existing right under the current Agreement.

Dated November 1, 1998

LETTER OF UNDERSTANDING

This letter will serve to confirm our understanding reached in the 1998 negotiations regarding neutrality.

A. Neutrality Understandings

Northern Indiana Public Service Company ("Company") places a high value on the continuation and improvement of its relationship with the United Steelworkers ("Union"), as well as with all of its employees.

We also know from experience that when both parties are involved in an organizing campaign directed at unrepresented Company employees, there is a risk that election conduct and campaign activities may have a harmful effect on the parties' relationship. Therefore, it is incumbent on both parties to take the appropriate steps to insure that all facets of an organizing campaign will be conducted in a constructive and positive manner, which does not misrepresent to employees the facts and circumstances surrounding their employment and in a manner which neither demeans the Company nor the Union as an organization nor their respective representatives as individuals.

Employees are entitled to decide for themselves by voting in an NLRB election on whether or not they wish to be represented by the Union for purposes of collective bargaining. To underscore the Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company. Neutrality means that the Company does not object to the Union becoming the bargaining representative of employees as a result of an NLRB election conducted in a fair and ethical manner and free from any coercion misrepresentation or other unfair tactics. If a majority of our employees indicate a desire to be represented by the Union, we will cooperate with all parties involved to expedite an NLRB election.

Toward this end, should the Union seek to organize any unrepresented segment of the Company's workforce, or any subsidiary companies, or any joint ventures of the Company, the parties agree that when engaging in election campaigning activities they will each act in a fair, reasonable and ethical manner without disparaging the other party. In this regard, the Company agrees that it shall exercise its free speech right to communicate fairly and factually with employees regarding their terms and conditions of employment in a positive, pro-Company manner, and not in a hostile, anti-Union manner.

The Company's commitment in this regard is specifically conditioned on the Union's agreement not to ridicule or demean the Company during organizing drives, and to conduct itself in a constructive and positive manner which does not misrepresent to employees the facts and circumstances surrounding their employment. When an organizing campaign directed at any unrepresented segment of the Company's workforce is brought to the Company's attention, Company and Union representatives will meet to discuss and address any actions inconsistent with the commitments set forth above.

In addition to the foregoing, the Company reserves the right to express its opinion about the issues raised by Union representation and to respond in good faith to employees' inquiries regarding Union representation and to speak out in any lawful manner it deems appropriate when undue provocation is evident in the union's organizing campaign. The Company's obligation under this provision to not campaign in a manner hostile to the Union shall cease if the Union, its agents or representatives misrepresent to employees the facts and circumstances surrounding their employment or conducts a campaign which comments on the motives, integrity or character of the Company or its representatives.

B. Bargaining in Newly Recognized Units

In the event the Union is certified as the collective bargaining agent after a secret ballot election conducted by the National Labor Relations Board, the parties shall meet within fourteen (14) days to begin negotiations for a collective bargaining agreement covering the new bargaining unit, bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company and those of competitors to the facility in which the newly recognized unit is located. Where the Company and the Union mutually agree, the newly recognized bargaining unit will be included in an already-recognized bargaining unit represented by the Union and/or will be covered by the terms of the Master Agreement.

C. Dispute Resolution

Any alleged violations of this Letter of Agreement, as well as any disputes involving the Company's neutrality, alleged Union misrepresentations or misconduct during a campaign or definition of the appropriate unit, shall be brought to the Chief Spokesmen of the Company and Union. If the alleged violations or dispute cannot be satisfactorily resolved by the parties, either party may request that the permanent arbitrator resolves such dispute. The permanent arbitrator shall resolve such dispute by means of a decision to be rendered at a hearing to be held within fourteen (14) days of the making of the request at a site mutually agreeable to the parties. The arbitrator's authority shall include ordering a new election in the event that either party commits an egregious violation of its commitments herein and benefits thereby.

Dated October 21, 1998

**Memorandum of Agreement
Between NIPSCO and the United Steelworkers
Regarding the movement of Bill and Notice insertion work from the
Bargaining Unit**

The Company proposed moving the work of the Bargaining Unit for Bill and Notice Insertion outside of the Bargaining Unit. The Union agrees under the following conditions:

1. This agreement is without prejudice or precedent to the established arbitral precedent between the parties in cases #3492, #3510, #3426, #3705 and #3710 regarding the parties interpretation of Article I Section 2.
2. This agreement shall not be cited in any other forum not directly affecting the provisions of this agreement.
3. Movement of this Bill and Notice insertion work will commence no sooner than September 1, 2007 in order to give the impacted employees adequate time to seek other opportunities within the Bargaining Unit. Should those employees not voluntarily bid to other positions when their jobs are subsequently eliminated, they will receive the full protection of the terms of the current Collective Bargaining Agreement between NIPSCO and the USW on behalf of Local 13796, including but not limited to seniority rights including bumping and severance.
4. In exchange for the Union allowing the Bill and Notice insertion work to be moved outside the protections of Article I Section 2 the Company agrees to the following.
5. Management agrees to limit the percentage of part-time clerical employees in the CCC to 17% of the total bargaining unit. Calculation definition and example:

$$\% = \frac{\text{Total number of CCC Part-time employees}}{\text{Total number of clerical BU employees}} \% = \frac{75}{433} = 17\%$$

Since the CCC (Customer Contact Center) does not manage the total BU population, the percentage agreed upon will change as the total BU population changes as follows:

Bargaining Unit Population	Agreed Limit to Part-time employees
> 521	Agree to meet and re-set
491 – 521	13%
461 – 490	15%
391 – 460	17% (approximate current population)
361 – 390	19%
341 – 360	21%
< 340	Agree to meet and re-set

In the event that the bargaining unit population changes to the point negotiations would be needed to re-set the part-time cap, the last step of the above chart (13% or 21%) would remain in effect until an agreement is reached. Both parties agree to work diligently towards an agreement and not to delay progress in reaching an agreement. The Company will provide to the Union and CCC management monthly updates reflecting the total number of members.

In addition, the CCC will post 12 full-time CSR positions, six within one week of signing this agreement, and six more by the end of June 2007.

**Memorandum of Agreement
RE: The FLSA Rate**

In June 2013, NiSource changed the time and on-half overtime calculation to include additional items in figuring the one half (1/2) time portion of overtime, such as shift differential and working foreman bonus (where applicable). This change provides consistency across NiSource's systems and is in line with the terms of the Fair Labor Standards Act (FLSA).

The new methodology will always result in the employee being paid a rate at or above the rate they were previously receiving, and in every case meets the terms of the Collective Bargaining Agreement. Employees will never be asked to return monies paid as a result of this change in the calculation of the half-time rate.

This Agreement resolves Grievance No. 4176, filed by Union Local 13796, and addresses any concerns of Union Local 12775 with reference to this method of calculation. Nothing in this Agreement modifies or changes the terms or conditions of the current Collective Bargaining Agreements.

Signed 12/19/2013

**COMPANY CORRESPONDENCE
June 1, 1996
RE: Dental Related Sick Leave Benefits**

There has been much confusion in the recent past regarding employee eligibility for sick leave benefits in connection with absences for dental related conditions and treatment. The Company has had a long past practice of only paying dental related sick leave benefits for absences in connection with the extraction of impacted wisdom teeth performed under general anesthesia. From time to time employees have filed claims for sick leave benefits for absences due to other dental related conditions and or treatments. These claims have routinely been denied on the basis that the employee was not disabled due to an illness or injury or that the employee was not under the care of a physician licensed to practice medicine. These requirements for eligibility for payment of sick leave benefits are clearly set forth in Article XIV, Section 1, of both the Physical and Clerical collective bargaining agreements.

The first requirement for payment of any sick leave benefits is that the employee was disabled and unable to work due to a personal illness or

injury sustained off the job. The fact that the employee could not work as a result of medication taken in conjunction with various dental treatments will not be basis for payment unless other qualifying conditions are also met. In order to provide employees with clearer guidelines as to what types of dental related conditions will be payable in the future, listed below are examples of dental related conditions that will be accepted for payment and examples of those that will not be accepted.

Considered for Payment

1. Disability as a result of extractions of impacted wisdom teeth performed under general anesthesia.
2. Absences in connection with dental abscesses, serious infections or treatment of other serious dental diseases that render the employee disabled and unable to work as a result of the disease.
3. Absences in connection with emergency dental treatment resulting in the employee being disabled and unable to work. (ie: dental injuries, abscesses, emergency root canals, etc.)

Not Considered for Payment

1. Routine teeth extractions or multiple extractions preparatory to placement of dentures, partial dentures, bridges, etc.
2. Absences in connection with treatment of non-incapacitating dental conditions such as filling of cavities, other routine dental work, orthodontal procedures, treatment of gum diseases, etc.
3. Absences in connection with non-emergency pre-scheduled dental work or treatment even though the employee may be unfit for duty as a result of the medication, dental work or treatment rendered (ie: extractions preparatory to placement of dentures, treatment of gum conditions and diseases, etc.

With the availability of single, half and quarter day vacations, it is suggested that employees consider using that option to accommodate their need to be off for dental related treatments and conditions that are not covered. Furthermore, dental procedures can often be scheduled on or immediately prior to scheduled days off. The single day vacation provision was granted to employees specifically to allow employees to cover absences, when possible, in lieu of being charged points under the Attendance Program or to avoid loss of pay for absences not covered by sick leave benefits.

***NORTHERN INDIANA PUBLIC SERVICE COMPANY**

Joseph Hamrock.
President and CEO, NiSource

Violet Sistovaris
Exec. V.P. and Group CEO

Kenneth Keener
Sr. V.P., Human Resources

Debora Owen
V.P., Customer Care Centers

Anna Ortega
Director, Human Resources

*Signatures on file.

LOCAL UNION 13796
***UNITED STEELWORKERS, AFL-CIO-CLC**

Leo W. Gerard
President

Stan W. Johnson
Secretary/Treasurer

Tom Conway
Vice President, Administration

Fred Redmond
Vice President, Human Affairs

District 7 Director
Michael Millsap

Jon Doust
Sub District 4 Director

Karen Bryan
Sub District 4 Staff Rep

Jill Serbon
President, Local Union 13796

Sondra Espinoza
Vice-President, Local Union 13796

Karen Black

Brandi Powers

*Signatures on File

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Accidents	XVIII	3		81
Adoption	XVII	8		77-78
Aid to Education	X	19		53
Alcoholism & Chemical Dependency				
Employee Assistance Program	XVIII	9		85
Sick Leave	XIV	13	B	67
Agreement – Terms & Effectiveness				
Amendments	XIX	2		88
Effective Dates (Termination of)	XIX	1		88
Executive Authorization	XIX	5		88
Notices (Time Period, Mailings, Parties)	XIX	3		88
Successors; Assigns	XIX	4		88
Arbitration	V	3		
Binding	V	3	E	12
Briefs	V	3	G	12
Discharges	V	3		13
Expedited	V	3		13
Grievance Procedure Prior to	V	3		8
Step 1	V	3		8-9
Step 2	V	3		10-11
Step 3	V	3	A-J	11-13
Location	V	3	I	13
Scheduling	V	3		9
Transcripts	V	3	F	12
Arbitrators	V	3		
Expenses & Fees	V	3	H	13
Panel	V	3	B	11
Removal & Replacement	V	3	C	11-12
Selection	V	3	D	12

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Bidding				
Acceptance Period	VI	19		28
Anticipated Vacancies	VI	13		23-24
Bid Forms	VI	13		24
Bidder not qualified	VI	22	A-D	30-31
Conditional/Contingent	VI	14	A-H	25-26
Customer Service Department	XXII	2	D-E	95-96
Different Department	VI	21		29
Districts defined	VI	17	A-C	27
Failure to bid	VI	30		33
Failure to qualify	VI	21	C	30
Incumbents	VI	11		22-23
Interview	VI	25		32
Leaves job	VI	13		25
Multiple bids	VI	19		28
No successful bidders	VI	26		32
Part-time employees	VI	13		24
		18		27
Permanent employees	VI	13		24
Posting	VI	13		23-24
		26		32
Probationary employees	VI	2,3		17-18
Refusal	VI	19		28
Rejection	VI	22	D	31
Seniority	VI	19		28
Successful bidder	VI	19, 22		28, 30-31
Suspension of Rights	VI	22	A-E	30-31
Temporary employees	VI	18		28
Temporary vacancies	VI	14-16		25-27
Withdrawal	VI	22	A-C	30-31
Board of Review	XVIII	3		81
Bonuses				
Customer Works Dispatcher	VI	9	F	21

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Night				
Call Outs	XX	4		89
Overtime	XX	3		89
Rate of Pay	XX	1-2		89
Scheduled Days Off	XX	4		89
Sunday (6-2 shift)	XX	5		89
Bulletin Boards	XV	1		69
Bumping (see Job Appropriation)				
Central Cash Department	VI	28		32-33
Check-off – Union Security				
Agreement	II	6		5
Authorizations (Dues)	II	2-4-5		3-5
Membership	II	1		3
Civil Rights Committee	XVII	10		78-79
Classification Changes – Posting	XVII	15		80
Corporate Incentive Plan (CIP)	X	1	C	49
Customer Service Advancement Program				
Entry	XXII	2	A-F	95-96
General	XXII	7	A-D	99-100
Lunch	XXII	5		98
Level	XXII	3	A-E	96-97
Mileage/Travel Time	XXII	11	A-F	107-108
Overtime	XXII	9	A-D	104-106
Sr. Customer Service Representative	XXII	8		100-103
Training	XXII	6	A-H	98-99
Vacation	XXII	4		97

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Work Schedule/Extended Hrs.	XXII	10	A-B	107
Customer Relations	XVII	9		78
Discharge or Disciplinary Action				
Detail Report to Union	V	10		16
Discharges	V	10		16
Grievance procedure	V	3		8-13
Justification, Just Cause	III	1		6
Management Rights	III	1		6
Probationary period	V, VI	9, 2		15, 17-18
Reprimand, Warning Letters	V	8		15
Suspensions	V	10		16
Time Limits	V	7		15
Vacation pay – Discharged Employees	VIII	24		45
Discrimination	Preamble			1
Dues – Union	II	1-3		3,4-5
Effectiveness *See Agreement in Index	XIX			88
Employee Mailing Labels	XVII	17		80
Employee Interview – with Supervisor	V	2		8
Exhibits				
Disqualification or Withdrawal Form	Ex. 1			119
Sick Leave Claim Form	Ex. 2			120
Medical Record Release	Ex. 3			121
Wellness Day Form	Ex. 4			122
Funerals				
Child, Spouse	XVII	4	A	74
In-Laws, Grandparents, Step-Siblings	XVII	4	C	74
Parents, Siblings, Step & Foster Children	XVII	4	B	74
Part-Time	XVII	4	G	75

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Saturday/Sunday	XVII	4	E	74
Vacation	XVII	4	D	74
Grievance Procedure				
Arbitration	V	3		8-13
Detail Report to Union	V	10		16
Discharges	V	10		16
Filing, Timeliness	V	4-5, 11		15-16
Form	V	3		8
Legal, Court or Administrative Action	V	12		16
Lockouts, Strikes, Work Stoppages	V	1		8
Minutes	V	3		10
Monetary settlement	V	13-14		16
Scheduling Hearings	V	3		8-9
Settlement	V	6		15
Step 1	V	3		8-9
Step 2	V	3		10-11
Step 3	V	3	A-J	11-13
Union Representation	V	2		8
Health & Safety				
Accident Reviews (Board of Review)	XVIII	3		81
Disability (Pension & Social Security)	XVIII	8	A-C	84-85
Employee Assistance Program	XVIII	9		85
Insurance	XVIII	6-7		82-84
Joint Safety Committee & Meetings	XVIII	4		81
On the Job Injuries	XVIII	12		86
Pension Plans	XVIII	6, 8		82-85
Safety Manual Revisions	XVIII	5		82
Safety Rules	XVIII	1-2		81
Technology Committee	XVIII	11		85-86
Hiring *See also Bidding Seniority				
Probationary Period	V, VI	9, 2		15, 17-18
Temporary Employee	XXI			90

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Holidays				
Bonus Paid	VII	9-10		39
Death in Family	VII	4		37
Leave of Absence (During)	VII	5		38
New Employee	VII	6		38
Military	VII	5		38
Observed	VII	1		37
Part-time employees	VII	1		37
Rate of Pay	VII	1		37
Union business	VII	10		39
Work Schedule, Consecutive days determined	VII	3		37
Worked, Scheduled to work	VII	2		37
Hours of Work				
Overtime * See also Overtime				
Callouts	XI	9		57
Cancelled	XI	10		58
Defined	XI	5		56
Minimum Hours Paid	XI	7		56-57
Rate of Pay	XI	6		56
Travel Time Allowance	XI	7	C	57
Reporting Off – Notification	XI	12		58
Rest Period	XI	8		57
Schedule				
Alternative	XI	2	B	54-55
Change	XI	3		55-56
40 Hour Schedule	XI	2		54
Less than 8 Hour Day	XI	4		56
Traditional	XI	2	A	54
Time Change (Daylight Savings)	XI	11		58
Time Worked – Calculated	XI	13		58
Work Week Defined	XI	1		54
Inclement Weather	XVII	11		79

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Incumbent				
Bidding	VI	11		22-23
Job Description and Job Evaluation	X	5, 6		49
Job Eliminated or Appropriated (Bumping Rights)	VI	10		21-22
Job Vacancies	VI	11		22-23
Rate Increases	VI	11		22-23
Recalls	VI	11		22-23
Insurance				
Continuation after Leave of Absence	XVIII	7		84
Disability Pension	XVIII	6	D	84
Life, Medical, Dental, Orthodontia, Vision	XVIII	6		82-84
Laid off Employees	XVIII	6	A-C	82-84
On-the-job injury (Pension)	XVIII	8		84-85
Sick Leave Benefits expired	XVIII	7		84
Injury on Job				
Job Appropriation	VI	12		23
Medical Treatment	VI	12		23
Notice to Union	XVIII	12		86
Pension & Social Security Benefits	XVIII	8		84-85
Seniority Computed	VI	1		17
Sick Leave	XIV	5		64-65
Workers' Compensation Benefits Calculation	XIV	6		65
Contested	XIV	7		65
Job Appropriation				
Customer Service Advancement Program	XXII	2	E	96
Injury on Job	VI	12		23
Loss of Aptitude or Abilities	VI	11		22-23
Part-time & Temporary Employees	VI	10	E	22
Recall Rights	VI	10	A	22
Security Clause	VI	38		36

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	SubsectionPage(s)
Job Description & Evaluation			
Consultant Services	X	13	50
Duties & Qualifications	X	5-9	49-50
Evaluation	X	12	50
Examinations	X	17	51-52
New Job & Description	X	9-11	50
Testing	X	17	52-53
Tuition Reimbursement	X	19	53
Job Vacancies			
Bidding, Incumbents, Posting, Recalls	VI	13	23-25
Not Filled	VI	26-27	32
Temporarily Filled	VI	29	33
Jury Duty, Court Service	XVII	3	73
Lay-off			
Recalls – Eligibility, Incumbent Rate	VI	32	34
Security Clause	VI	38	36
Seniority	VI	33-34	35
Severance Pay	VI	37	36
Leave of Absence			
Adoption	XVII	8	77-78
Disability – Illness or Injury	XVII	7	76-77
Eligibility	XVII	6	76
Expiration of Sick Leave	XVII	7	76-77
Holidays	VII	5	38
Military	VII	5	38
Pregnancy, Childbirth	XVII	7	76-77
Valid reason	XVII	6	76

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Labor/Management Relations				
Neutrality				134-137
Successorship				134
Lockouts, Strikes, Work Stoppages	V	1		8
Management Rights	III	1		6
Meal Money	XIII	1-5		62
Maximum Reimbursement	XIII	1		62
Definition of a Meal	XIII	1		62
Delayed Meal	XIII	4		62
Working Outside District HQ	XIII	5		62
Pay in lieu of meal	XIII	1		62
Memorandum of Agreement				
Builder/Developer Service Department	Memo			130-133
Emergency Clerical Call-out	Memo			123
Employment Option for Laid-off Employees	Memo			124-128
Medical Benefits – Self-funding	Memo			129
Pension, Early Retirement, 85 Points	Memo			130
Movement of Bill and Notice Insertion				
Work, Part-Time CSR Limit/Call Ctr	Memo			138-139
Calculation of OT/FLSA Rate	Memo			140
Dental Related Sick Leave Benefits	Memo			140-141

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Military Service	IX	1		47
Optical Reimbursement	XVIII	1		81
Overtime				
Absence	XII	4		59
Assignment	XII	1		59
Cancellation-Scheduled	XI	10		58
Charging	XII	4, 8-9		59-61
Commencement	XI	7		56-57
Distribution	XII	1-10		59-61
Eligibility	XII	4		59
Extension of Workday	XXII	9		106
Hardship or inconvenience	XII	3		59
Minimum callout	XI	7		56-57
New classification	XII	5		59
Posting	XII	6		60
Refusal	XII	8		60-61
Responsibility of employee	XII	10		61
Single Day Vacation	XII	4		59
Union Officers	XII	9		61
Part-time Employee				
Bidding	VI	13		23-25
Holiday	VII	1		37
Job Appropriation/Bumping Rights	VI	10	E	22
Seniority	VI	36		35
Vacations	VIII	29		46
Payday – Biweekly	X	3		49
Pay Calculations	XI	13		58

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Pension Plan	Memo			130
Disability	XVIII	8		84-85
Vacations	VIII	28		45
Premium Pay	XI	3-7		55-57
Probationary Period	VI	2-3		17-18
Grievances	V	9		15
Progression – Normal	VI	9		19-21
Promotion				
Seniority	VI	5		18
Trial Basis	VI	7		19
Reasonable Length of Time Defined	VI	4		18
Recall				
After Layoff	VI	32		34
Incumbent Rates & Bidding	VI	11		22-23
Job Elimination	VI	11		22-23
Mandatory	VI	11	B	23
Refusal	VI	32		34
Rights	VI	10	B-D	22
Seniority	VI	32		34
Recognition – Union Exclusive Representative		I		1-2
Reporting Off – Notification Requirement	XI	12		58
Reprimand/Warning Letters	V	8		15
Rest Period				
Breaks	XVII	2		73
Overtime	XXII	9	C	105-106
Sleep time	XI	8		57
12-hour shifts	XVII	2		73

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Retirement Accounts				
IRA	XVII	16		80
401(k)	XVII	19-20		80
Return to Bargaining Unit	VI	34		35
Return to Regular Job	VI	22	B	31
		31	B	33
Safety				
Devices & Equipment	XVIII	1-2		81
Optical Reimbursement	XVIII	1		81
Rules	XVIII	2		81
Schedules				
Alternative	XI	2	B	54-55
Traditional	XI	2	A	54
Changes	XI	3		55-56
Seniority	VI	1-39		17-36
Breaks in service	VI	33		35
Change of Classification-Monthly Report	XVII	15		80
Computation	VI	1		17
Identical Dates	VI	6		18
Incumbency	VI	11		22-23
Job Appropriation	VI	10		21-22
Lay-offs	VI	34		35
Leave of absence-Union officers	IV	4		7
List – Posting	XVII	13		79
Mandatory Recall	VI	11	B	23
Overtime List Hours	XII	6		60
Part-time employees	VI	13		23-25
Part-time Seniority dates	VI	36		35
Probationary period	VI	2		17-18
Promotions	VI	5, 7		18-19
Recall	VI	32		34
Return to bargaining unit	VI	34		35

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section Subsection	Page(s)
Supervisory, Professional or Exempt Positions	VI	34	35
Temporary employees	XXI	12	93
Workers' Compensation Injuries	VI	12	23
Severance Pay	VI	37	36
Sick Leave	XIV	1-14	63-68
Alcohol and Chemical Dependency	XIV	13	67
Eligibility	XIV	1-3	63
Holiday during	XIV	8	65
Leave of Absence	XVII	7	76-77
Medical Release Form	XIV	11	66
		Exh. 3	121
Part-time employee	XIV	4	64
Seniority	VI	1	17
Sick Leave documentation	XIV	11	66
		Exh. 2	120
Successive disabilities	XIV	10	66
Third Doctor	XIV	14	67
Vacation During	VIII	18	43
Wellness Day Form	XVIII	13	86
		Exh. 4	122
Workers' Compensation	XIV	5-7	64-65
Subpoena – Court Service	XVII	3	73-74
Supervisor Working	XVII	1	73
Technology Committee	XVIII	10-11	85-86
Temporary Workforce Employee	XXI	1-16	90-94
Definition	XXI	1-2	90
Assignments	XXI	3-6	90-92
Bidding	XXI	13-14, 16	93, 94
Holidays	XXI	9	92
Insurance	XXI	10	92
Limitations	XXI	5, 8	91, 92

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Part-time Relief	XXI	11		92-93
Seniority	XXI	12		93
Vacation	XXI	7		92
Wages	XXI	15		93
Testing				
Ability to Absorb	X	17		51
Qualifying Exams	X	17		52
Typing/Keyboard	X	18		52-53
Time Change – Daylight Savings	XI	11		58
Training Center				
Expense Allowance	XVI	9		72
Housing	XVI	9		72
Transportation – Travel Allowance	XVI	4, 6-7		70-71
Training Time Frames		VI 21, 23-24		29, 32
CSR	XXII	3, 6		96-99
Transfer				
To Exempt Status	VI	34		35
To Higher Classification	VI	9		19-21
Vacation	VIII	29		46
Transportation				
Personal	XVI	4		70
Travel Time				
Personal Vehicles	XVI	4		70
Training Center	XVI	6-9		70-72
Union Business	IV	1-5		7
Employees in One Department	IV	2		7
Expiration of Term, Resumption of				
Employment	IV	3		7
Holidays	VII	10		39
Leave of Absence	IV	1-2		7

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Meetings, Committees	XVII	5		75-76
		10		78-79
Office space	XVII	18		80
Officers and Delegates	IV	1		7
Overtime	XII	9		61
Seniority Rights	IV	5		7
Union Recognition	I	1-2		2
Exclusive Representative	I	1-2		2
Vacancies				
Not to be filled	VI	27		32
Posting	VI	13		23-25
Vacation				
Accumulation – Carry Over	VIII	14		42-43
Death of Employee	VIII	26		45
Discharge for Cause	VIII	24		45
Future Vacations	VIII	10		42
Holiday Adjustment	VIII	20		43-44
Hospital Confinement	VIII	18		43
Illness or Injury During	VIII	18		43
Military Service	VIII	25		45
Part-time employee	VIII	6-9, 29		40-41, 46
Pay for Working	VIII	16		43
Pension	VIII	27		45
Posting Schedule	VIII	13		42
Rate of Pay	VIII	23		44
Rescheduling	VIII	15-17		43
Resignation	VIII	22		44
Scheduling	VIII	11, 13		42
Sick Leave Benefits Terminated	VIII	19		43
Single Days	VIII	8		41
Splitting	VIII	12		42
Vacation Year Defined	VIII	Preamble		40

SUBJECT INDEX – CLERICAL AGREEMENT

SUBJECT	Article	Section	Subsection	Page(s)
Wage Rates				
Corporate Incentive Plan	X	1	C	49
Customer Service Advancement Program XXII		3	A	96-97
Ratification Bonus	X	1	A	48
Effective Rates	X	1	B	48
Schedule A	XXIII			109-118
Temporary Workforce Rates	XXI	15		93
Withdrawal Provisions	VI	22		30-31
Workers' Compensation Injuries (see Injury on Job)				